

This Indenture, Made this 22<sup>d</sup> day of June in the year of our Lord one thousand eight hundred and eighty nine between Mrs Nellie M. Tucker and Charles Tucker husband and wife of Douglas in the County of Douglas and State of Kans. of the first part, and Martha C. Cowgill of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twenty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part her heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: Lot No. Twenty Six (26) Twenty Seven (27) and Twenty Eight (28) Eighth Street and Twenty Eight (28) on Ninth Street in Baldwin City.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Nellie M. Tucker and husband do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances It is a condition of this Mortgage that Nellie M. Tucker shall within three months from date set out the above named lots a dwelling of not less than \$600 in value

This grant is intended as a Mortgage to secure the payment of the sum of Twenty Dollars (\$20)

according to the terms of one certain promissory note this day executed and delivered by the said Nellie M. Tucker and husband to the said party of the second part: Due and payable in seven years from date with nine percent interest for annum payable semi-annually from date.

and this conveyance shall be void if such payments, be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part her executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Nellie M. Tucker or her heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

C. E. Dallas

Mrs Nellie M. Tucker (SEAL.)

Charles H. Tucker (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.

County of Douglas

Be it Remembered, That on this 22<sup>d</sup> day of June, A. D. 1887, before me, Chester E. Dallas, a Notary Public in and for said County and State, came Mrs Nellie M. Tucker and Charles H. Tucker husband and wife to me personally known to be the same person - who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires Dec 15 1890.

Chester E. Dallas

Notary Public.

Recorded July 25 A. D. 1887, at 5 o'clock P. M.

James Brooks  
Register of Deeds.



22 (7 Released Red Book 27 Page 224)

This following is a record of my original instrument. This has been described having been printed in full in my mortgage is hereby released and the hereby created and charged. It is witnessed by my hand this 1<sup>st</sup> day of Oct. 4<sup>th</sup> 1891. W. H. Waller Co. Recorder of Deeds. Recorded Oct 13 3 1891 at 1 o'clock P. M. James Brooks Register of Deeds.