

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 12th day of November in the year of our Lord one thousand eight hundred and ninety between Charles F. Tucker and Jessie Tucker, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and The Home Building and Loan Association of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do — grant, bargain, sell and mortgage to the said party of the second part — 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 Eighty six (86) on Ohio Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree, at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances, and that they will warrant and defend same in the quiet and peaceable possession of said second party and its assigns forever, against all persons lawfully claiming the same

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred Dollars according to the terms of one certain mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: due five days after demand, with interest from date until paid at the rate of five per cent per annum.

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 its 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 its executors, administrators or assigns; and out of all 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 parties of the first part, their 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

Jessie Tucker (SEAL.)
Charles F. Tucker (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 12 day of November, A. D. 1890, before me A. H. Stennold, a Notary Public in and for said County and State, came Charles F. Tucker and Jessie Tucker, his wife to me personally known to be the same persons 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 June 6 1891 A. H. Stennold Notary Public.
 Recorded Nov 15 A. D. 1890, at 4 o'clock P M.

James Brooks Register of Deeds

Following is endorsed on original instrument
 In consideration of full pay-
 ment of the within mortgage
 I hereby release the same this
 day of 1890
 A. S. Seligson Com. & Secy.
 Recorded Dec 11 1890 at 8 o'clock P. M. James Brooks
 Reg. of Deeds