

This Indenture, Made this 14 day of October in the year of our Lord one thousand eight hundred and ninety four between John M. Tucker and Nellie Tucker his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Elliott H. Jack of the second part,

**Witnesseth,** That the said part 1st of the first part in consideration of the sum of Two Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do sell grant, bargain, sell and mortgage to the said party of the second part all 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: Tracts Numbered Forty five (45) and Forty six (46) in Addition No Two (2) North Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said John M. Tucker and Nellie Tucker do sell 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

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred dollars with interest at Eight (8) per cent per annum according to the terms of one certain Promissory Note this day executed and delivered by the said John M. Tucker and Nellie Tucker to the said party of the second part:

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 therefor, 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 and 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 and 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said John M. Tucker and Nellie Tucker then heirs and assigns.

**In Witness Whereof,** The said part 1st of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

John M. Tucker (SEAL.)

Mrs Nellie Tucker (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

**Be it Remembered,** That on this 14 day of October, A. D. 1894, before me, John Charlton, a Notary Public in and for said County and State, came John M. Tucker and Nellie 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 Aug 26 1896

Recorded Oct 11 A. D. 1894 at 30 o'clock P. M.

Notary Public.

James Brooks  
Register of Deeds.

The following is entered on the original instrument:  
Received Two hundred dollars in full payments within  
mortgage. Register of Deeds is authorized to discharge same second  
Lawrence Kansas Aug 1890  
Recorded Aug 26 1890  
James Brooks  
Register of Deeds