

MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. KANE, DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this Twenty fifth day of September in the year of our Lord, ~~one thousand~~ first hundred and one, between Charlotte Ingersoll Tucker and H. H. Tucker of Leocompton in the County of Douglas and State of Kansas, of the first part, and G. J. Parker of the second part:

Witnesseth, That the said part is of the first part, in consideration of the sum of First 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 part if of the second part his 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:

Lots Twenty nine (29) Thirty (30) Thirty one (31) Thirty two (32) Thirty three (33) Thirty four (34) Thirty five (35) and Thirty six (36) all in Block Thirty seven (37) in the City of Leocompton Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said Charlotte Ingersoll Tucker and H. H. Tucker do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 First hundred Dollars according to the terms of one certain Note and Ten Cents this day executed and delivered by the said Charlotte Ingersoll Tucker and H. H. Tucker to the said part if of the second part his heirs or assigns.

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 part if of the second part his executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; 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 part if making such sale, on demand, to the said Charlotte Ingersoll Tucker - her heirs and assigns.

IN WITNESS WHEREOF, The said part is of the first part ha hereunto set hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Charlotte Ingersoll Tucker (SEAL)
H. H. Tucker (SEAL)
(SEAL)

STATE OF KANSAS,
County of Douglas - COUNTY ss.

BE IT REMEMBERED, That on this 28th day of September A. D. 1901, before me Charlotte Ingersoll Tucker and H. H. Tucker a Notary Public in and for said County and State, came

Charlotte Ingersoll Tucker and H. H. Tucker 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 subscribed my name set my hand and affixed my official seal on the day and year last above written.

My Commission Expires April 13 1903

John M. Newlin Notary Public

Filed for Record the 30th day of Sept. A. D. 1901 at 10⁵⁰ o'clock A. M.

G. J. Parker Register of Deeds

The following is endorsed on the original instrument -
The note, being described having been paid in full, this mortgage is hereby released, and the same is hereby discharged.
As witness my hand this 28th day of September, 1901.
G. J. Parker.

Recorded - Oct 11 - 1902
G. J. Parker
Register of Deeds
By Billie W. Norman, Deputy.

Original Instrument
The full granting is enclosed on the margin of the record.
Release the note, herein referred to, being in full this mortgage.