

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOURNAL CO. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 25<sup>th</sup> day of August in the year of our Lord, Nineteen  
Hundred and three, between Wm. M. Tucker and Pearl Tucker his wife  
of Lawrence in the County of

Douglas and State of Kansas, of the first part, and  
R. L. Johnston Lawrence Kansas of the second part:  
Witnesseth, That the said parties of the first part, in consideration of the sum of  
One hundred and fifty Dollars,

to \_\_\_\_\_ 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 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: Lot No. Thirty Six (36) in Walnut Parka Sub-  
division of a portion of Addition No. Three (3).

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
Wm. M. Tucker and Pearl Tucker his wife 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

This Grant is intended as a Mortgage to secure the payment of the sum of  
One hundred and fifty Dollars  
according to the terms of 15 certain Notes of Ben Bellan this day executed  
and delivered by the said Wm. M. Tucker and Pearl Tucker to the said party of the second part  
R. L. Johnston

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 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 cost 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 said Wm. M. Tucker his  
heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Mrs Pearl Tucker [SEAL]  
Wm Tucker [SEAL]  
[SEAL]

STATE OF KANSAS, } ss.

Douglas County

BE IT REMEMBERED, That on this 25 day of August A. D. 1903, before me

W. F. Marsh a Notary Public in and for said County and State, came  
Wm. M. Tucker and Pearl Tucker his 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 subscribed my name and affixed my official seal on the day and  
year last above written.

My Commission Expires July 24 1905

W. F. Marsh Notary Public.

Filed for Record the 25 day of August A. D. 1903, at 3<sup>40</sup> o'clock P. M.

Alb. Armstrong Register of Deeds.  
By J. L. Lowman Deputy.

The following is entered on the original instrument:  
The said parties of the first part, having paid said price in full, this mortgage  
is hereby released, and the same is hereby declared to be void.  
At Lawrence, Mo., this 27<sup>th</sup> day of July, A. D. 1904.  
R. L. Johnston

Recorded July 27<sup>th</sup> 1904  
W. F. Marsh  
Register of Deeds.