

MORTGAGE RECORD No. 42.

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This Indenture, Made this First day of October in the year of our Lord, 1923, between John R. Ritchison and Amanda Ritchison of Lawrence in the County of Douglas and State of Kansas, of the first part, and C. H. Tucker of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Six hundred and fifty 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 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: The South half of Lot No. Sixty Seven (67) on Massachusetts 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 John R. Ritchison and Amanda Ritchison 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 inalienable 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 Six hundred & fifty Dollars according to the terms of one certain Promissory Note this day executed and delivered by the said John R. Ritchison & Amanda Ritchison 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 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 John R. Ritchison & Amanda Ritchison 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

John R. Ritchison [SEAL]
Amanda Ritchison [SEAL]
[SEAL]

STATE OF KANSAS,

Douglas } ss.
BE IT REMEMBERED, That on this 2nd day of October A. D. 1923, before me A. F. Flinn a Notary Public in and for said County and State, came John R. Ritchison and Amanda Ritchison 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 Apr 10 1927 A. F. Flinn Notary Public.

Filed for Record the 31st day of May A. D. 1924, at 2:15 o'clock P. M.
W. D. Armstrong Register of Deeds.
Deputy.

The following is returned on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged. Witnesses my hand this 14th day of April A. D. 1928.
C. H. Tucker.

Renewed Apr. 11 - 1928.
Notary Public.
By Elizabeth Armstrong Dep.