

MORTGAGE STANDARD FORM. JOURNAL CO., PHILADELPHIA, HINDS AND BROS. NEW YORK, LEWIS AND CLARK, ST. LOUIS.

This Indenture, Made this Twelfth day of May in the year of our Lord, 1906, between William M. Tucker and Pearl Tucker his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Wm. F. Rieckman of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Three hundred and Eighty (\$386) Dollars, to themselves paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said part 2d 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 Nos Thirty five (35) and Thirty six (36), in Walnut Park, a Subdivision of a portion of Addition No. Three (3), in that part of the City of Lawrence known as North Lawrence.

Parties of the first part, hereby agree to maintain insurance of \$3000 on buildings now on or to be erected on said premises during the existence of this loan.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said William M. Tucker and Pearl 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 and that they will warrant and defend the same in the full and peaceable possession of the said second party, his heirs and assigns forever against all persons lawfully claiming the same.

This Grant is intended as a Mortgage to secure the payment of the sum of

\$ 386.

according to the terms of the certain Mortgage note this day executed and delivered by the said parties of the first part to the said part 2d of the second part due in five years from date, with interest from date to maturity as evidenced by coupons attached and interest after maturity or default at the rate of ten percent per annum until fully paid in cash, or by installment to the above described property.

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 2d 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 part 2d making such sale, on demand, to said parties of the first part their 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, Sealed and Delivered in Presence of

W. M. Tucker [SEAL.]

Mrs Pearl Tucker [SEAL.]

[SEAL.]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 12th day of May A. D. 1906, before me

The undersigned a Notary Public in and for said County and State, came William 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 March 29th 1909.

Joseph E. Riggs Notary Public.

Filed for Record the 12th day of May A. D. 1906, at 12:05 o'clock P. M.

W. H. Armstrong Register of Deeds.

Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 12th day of August 1910 Wm F Rieckman

Notary Public  
Joseph E. Riggs  
Register of Deeds  
(For Assignment of 20 Books of Page 110)