

MORTGAGE RECORD No. 43.

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This mortgage is endorsed on the file. The mortgage is hereby released and the monies herein described having been paid in full, this mortgage is hereby released and the monies hereby created discharged. As witness my hand this 12th day of May, A. D. 1908.

Recorded May 12, 1908
 Floyd L. Lawrence
 Register of Deeds
 Geo. B. Wright, Jr.
 Notary Public

This Indenture, Made this 12th day of October in the year of our Lord, 1908
Four hundred and Sixty, between George Tucker and Susan Tucker (wife)
Douglas and State of Kansas, of the first part, and Noah S. Wemur of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Four Hundred Dollars,
 to him 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 West half 1/2 of the North west quarter 1/4 of Section
Seventeen (17) Township Fourteen (14) Range Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said George Tucker & Susan 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
Four Hundred Dollars
 according to the terms of One certain Note this day executed
 and delivered by the said George Tucker & Susan Tucker to the said party 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 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 George
 heirs and assigns.

IN WITNESS WHEREOF, The said party 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
George Tucker [SEAL]
Susan Tucker [SEAL]
Susan Tucker [SEAL]

STATE OF KANSAS,
Douglas County ss.
 BE IT REMEMBERED, That on this 12th day of Oct. A. D. 1908, before me
John M. Howlin a Notary Public in and for said County and State, came
George Tucker and Susan Tucker
J. M. H. 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 April 11, 1908 : John M. Howlin Notary Public.

Filed for Record the 1 day of Oct. A. D. 1908, at 2 o'clock P. M.
William Armstrong Register of Deeds.
By E. E. Armstrong Deputy.

This mortgage is endorsed on the original instrument. The mortgage is hereby released and the monies hereby created discharged. As witness my hand this 12th day of May, A. D. 1908.

Registered May 4, 1908.
 A. B. Armstrong