

MORTGAGE RECORD NO. 55.

This Indenture, Made this 25th day of September in the year of our Lord one thousand and fifteen, between William M. Tucker and Pearl Tucker, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and C. J. Saunders of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Four hundred thirty + no/100 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:
Lot Numbered thirty-five (35) and thirty-six (36) in Walnut Park, a Sub-division of a portion of Addition Number Three (3) in that part of the City of Lawrence known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part his of the first part therein. And the said William M. Tucker and Pearl Tucker, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner S. 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 thirty + no/100 Dollars according to the terms of One certain promissory note this day executed and delivered by the said first parties to the said party of the second part due Sept. 25, 1920 interest at 8% payable semi-annually

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 William M. Tucker and Pearl Tucker, his wife, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of William M. Tucker (SEAL)
Pearl Tucker (SEAL)

STATE OF KANSAS, }
Douglas County } ss.

BE IT REMEMBERED, That on this 28 day of September A. D. 1915, before me, J. B. Wilson, a Justice of the Peace and 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 S. 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 19 J. B. Wilson Justice of the Peace Notary Public.

Filed for Record the 30th day of Oct. A. D. 1915, at 9¹⁵ o'clock A.M.
Floyd L. Lawrence Register of Deeds.
Geo. C. Wight Deputy.

Recorded October 11, 1915
Extraordinary Deputy
Register of Deeds
Gerald Allen Deputy

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