

MORTGAGE RECORD NO. 55.

This Indenture, Made this fifth day of March in the year of our Lord one thousand nine hundred and eighteen between Felix Tuckel and Clara Tuckel, his wife of Lawrence, Kansas in the County of Douglas and State of Kansas, of the first part, and P.C. Johnston of Lawrence, Kansas of the second part:

WITNESSETH, That the said part is of the first part, in consideration of the sum of Thirty eight hundred and fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgage to the said part 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 west quarter of section Thirtieth (30) Township Thirteen (13) South of Range Twelfth (12) East of 6th M. Sec. Thirty three feet East and West through the above described quarter section which is reserved as a road and owned by P.C. Johnston in fee simple see description of said road in deed to Felix Tuckel of even date herewith

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said Felix Tuckel and Clara Tuckel, his wife do hereby covenant and agree that at the delivery hereof they were 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 except mortgages of sixty five hundred and three hundred and ninety Dollars

This Grant is intended as a Mortgage to secure the payment of the sum of Thirty eight hundred and fifty Dollars according to the terms of two certain notes this day executed by them and delivered by the said Felix Tuckel and Clara Tuckel to the said part of the second part One note of Twenty eight hundred Dollars payable in year from date see note for ten hundred and fifty Dollars two year from date at Lawrence National Bank, Lawrence, Kansas, interest by percent and 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 part 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 of making such sale, on demand, to said Felix Tuckel heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Felix Tuckel (SEAL)

Clara Tuckel (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 6 day of March A. D. 1918, before me, D. C. Acher a Notary Public in and for said County and State, came Felix Tuckel and Clara Tuckel

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 at Lawrence subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires March 15 1920 D. C. Acher Notary Public.

Filed for Record the 7th day of March A. D. 1918, at 3:40 o'clock P.M.

Estelle Northrup Register of Deeds.

Lerna Floyd Deputy.

For Release see Book 64, Page 23.