246 MORTGAGE RECORD NO. 63 DODSWORTH STATIONERY CO KANSAS CITY NO This Indenture, Made this 17th day of December in the year of our Lord nincteen hundred twenty three, between Lewis R. Tucker and Dora Tucker, his wife of Baldwin in the County of gage is hereby D. 1924 and State of Kansas, of the first part, and Jouglas 6 itigens State Bank Faurence, Kansac of the second part: the original instrument his WITNESSETH That the said partiles of the first part, in consideration of the sum of hundred and notion DOLLARS, full. hirty five to them duly haid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain. sell and mortgage to the said part Les of the second part their fucers him 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:.... he Morthwest Quarter (NW4) of Section Th Jownship Fourty (14) Pauge Twenty (20) Mes beginning at the porthwest corn Er of said Gast Sorods section, thence arth 80 rode thence West 80 rode thence South ien thereby To pode to place of beginning, containing The fol herein d You acres mano note and the The released Cr.P with all the appurtenances, and all the estate, title and interest of the said partice of the first part therein. And the said Lewis R. Tucker and Dora Jucker, his wife do _____ hereby covenant and agree that at the delivery hereof they are _____ the lawful owner _____ of the premises, above granted, This Grant is intended as a Mortgage to secure the payment of the sum of according to the terms of one certain note this day executed and delivered by the said curve R. Sucker and State payable on on he b. certain none this day expected. payable on a before March 1. 1924 with interest from date at the pate of 80% per annum and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments or any part ecorded _ 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 Les of the second part their succession 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 44 making such sale, on demand, to said Lewis R. Tucker, and Dors Jucker, his Will, their heirs and assigns. IN WITNESS WHEREOF, The said part 124 of the first part ha ve hereunto set their hand pand seale the day and year first above written. Lewis R. Tucker (SEAL) Dora Tucker (SEAL) Signed, Sealed and Delivered in the presence of (SEAL) STATE OF Taguras day of December A. D. 192 3, before me, BE IT REMEMBERED, That on this anahan_ a Notary Public in and for said County and State, came Jucker and Dora Tucker his wife to me personally known to be the same person......who executed the foregoing instrument and duly acknowledged execution of the same. IN WITNESS WHEREOF, 1 have hereunto subscribed my name and affixed my official seal on the day and year last above written. a. F. Mª Claux My Commission Expires April 20 - 19,25 day of Dec. A, D. 1923, at 9 - o'clock (J. M. Mai B. Deleman, Register of Deeds. Filed for Record the