

MORTGAGE RECORD NO. 63

603

Reg. No. 30310
Fee Paid \$1.50

RAWL, DODD & WORTH STATIONERY CO. KANSAS CITY, MO. 64108

This Indenture, Made this 10th day of March in the year of our Lord
nineteen hundred twenty eight Between Dave E. Lucas and
Bertha Lucas his wife of Baldwin in the County of
Douglas and State of Kansas, of the first part, and
E. B. Lucas of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of
Six Hundred 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 part y 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 68, 70, 72, 74, 76, 78
and Eighty (80) on Indiana Street
Baldwin City Kansas and

Lot Numbered 67, 69, 71, 73, 75, 77
79 and 81 on Jersey Street Baldwin
City Kansas

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said
Dave E. Lucas and Bertha Lucas
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
Six Hundred
according to the terms of one certain note this day executed
and delivered by the said Dave E. Lucas and Bertha Lucas to the said part y of the second part
due in 5 years at 6% interest

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
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 y of the second part, his executors,
administrators and assigns, at any time thereafter to sell the premises hereby granted, of 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 y making such sale, on demand, to said
Dave E. Lucas and Bertha Lucas they heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part have re hereunto set their hands and seals
the day and year first above written.

Signed, Sealed and Delivered in the presence of

Dave E. Lucas (SEAL)
Bertha Lucas (SEAL)
(SEAL)

STATE OF Kansas } ss.
Douglas County

BE IT REMEMBERED That on this 19 day of March A. D. 1928, before me,
W. M. Clark a Notary Public in and for said County and State, came
Dave E. Lucas and Bertha Lucas his wife
to me personally known to be

L. S.

the same persons who executed the foregoing instrument and duly acknowledged 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 May 15 1931

W. M. Clark

Notary Public.

Filed for Record the 20 day of March A. D. 1928, at 11 o'clock P. M.

Geo. E. Wellman Register of Deeds.
Deputy.