

## MORTGAGE.

This Indenture made this 15th day of November in the year of our Lord one thousand nine hundred and twenty two between Jess Tucker and Blanche Tucker his wife of Rantoul in the County of Franklin and State of Kansas Parties of the first part and The State Bank of Rantoul Kansas party of the second part:

Witnesseth. That the said parties of the first part, in consideration of the sum of \$3000.00 Three Thousand 00/100— 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 its successors 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: Undivided one-eighth (1/8) interest in East half (1/2) of the North of West quarter (1/4) and West fractional quarter (1/4) of the North west fractional quarter (1/4) all of section thirty (30) township fourteen (14) range twenty (20) with the appurtenances and all the estate title, and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except life estate therein belonging to Emma Tucker (wife D.M. Tucker).

First party, agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$--- Dollars each, and shall deliver to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance and recover of said party the amount paid therefor, with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

This grant is intended as a Mortgage to secure the payment of the sum of \$3000.00 Three Thousand 00/100— Dollars, according to the terms of a certain mortgage note this day executed by the said party of the first part, and payable on the 15th day of Dec. 1922, to the order of said second part. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof, and it shall be law full for the said party of the second part executors, administrators and assigns at any time thereafter to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof and to sell the premises hereby granted or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale and the overplus, if any thereof shall be paid by the part— making such sale on demand to the said first part— or her heirs or assigns.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed Sealed and Delivered in the Presence of—W.G. Tulloss.

State of Kansas. ss.  
Franklin County.

J. Tucker. (SEAL)  
Blanche Tucker. (SEAL)

15th day of Nov. 1922 and  
Be It Remembered, That on this 21 day of Dec. A.D. 1922 before me a Notary Public in and for said County and State came J. Tucker and Blanche Tucker 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.

L.S.  
My Commission expires Sept. 12 1923.  
Recorded Oct. 13, 1923  
At 9:20 o'clock A.M.

C.D. Coyet.

Notary Public.

By *J. E. McManis*  
Register of Deeds.

By *J. E. McManis*  
Deputy.

The following is engorged on the instrument in Book 63 Page 210

(Corp. seal)

Know All Men By These Presents, That The Citizens State Bank, Lawrence, Kansas. Douglas County in the State of Kansas, the within named mortgagee in consideration of Five Thousand and no/100— Dollars, to them in hand paid the receipt whereof is hereby acknowledged do hereby sell, assign transfer, set over and convey unto The Fraternal Aid Union heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note debts and claims thereby secured and covenants therein contained.

To Have and To Hold The Same Forever, Subject nevertheless, to the conditions therein named. In Witness Whereof, The said mortgagee have hereunto set their hand this 13th day of October 1923  
The Citizens State Bank.

Executed in presence of—  
C.B. Holmes.

By A.F. McClanahan—Vice President.

State of Kansas ss.  
Douglas County.

Be It Remembered, That on this 15th day of Oct. 1923 before me a Notary Public in and for said County and State came A.F. McClanahan Vice President of The Citizens State Bank of Lawrence Kans. to me personally known to be such person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same as such officer.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Seal.  
My Commission expires Jan. 23, 1924.  
Recorded Oct 15 1923.  
At 10:20 o'clock A.M.

C.M. Manter.

Notary Public,

By *J. E. McManis*  
Register of Deeds.  
Deputy

The following is returned on the original instrument.  
The within mortgage having been paid in full it is hereby released on this the original instrument, this 26 day of January 1924 by the State Bank of Rantoul Kansas by J. E. Tucker, President.

Recorded February 27 1924  
J. E. McManis  
Register of Deeds

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