

54186 BOOK 107

MORTGAGE

(NO. 52B)

Boyles Legal Blanks ... CASH STATIONERY CO., Lawrence, Kansas

This Indenture,Made this Twenty Sixth day of November
A. D. 1954, between James A. Tuggle and Jessie E. Tuggle, husband and wifeof Lawrence, in the County of Douglas and State of Kansas
of the first part, and The Douglas County State Bank, a Corporation, Lawrence, Kansas

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Fifteen hundred and 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 and its ~~successors~~ 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 One (1) in Block Three (3) in Day's Addition, an addition to the City of Lawrence,

with all 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 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 Fifteen Hundred and 00/100 ----- Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Parties of the first part to the said party of the second part

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 said party of the second part and its ~~successors~~ 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 sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part, their

heirs and 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 presence of

James A. Tuggle (SEAL)
Jessie E. Tuggle (SEAL)

STATE OF KANSAS

Douglas County, ss.

Be It Remembered, That on this 26th day of November A. D. 1954
before me, Chester G. Jones, a Notary Public

in and for said County and State, came James A. Tuggle and Jessie E. Tuggle, husband and wife

to me personally known to be the same persons who executed the within instrument of writing, 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 August 10 1957

Notary Public

Register of Deeds
Douglas County State Bank, Lawrence, Kan