

60845 BOOK 113

MORTGAGE

318-2 Crane & Co. Stationers, Office Outfitters, Legal Blanks, Topeka, Kansas

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THIS INDENTURE, Made this 11th day of October, A. D. 1956,

between James A. Tuggle and Jessie E. Tuggle, Husband and wife.

of Douglas County, in the State of Kansas, of the first part,

and Douglas County State Bank, a Corporation.

of Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of

Two Thousand and 00 DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said party of the second part, and its assigns, all the following-described real estate, situated in Douglas

County and State of Kansas, to wit:

Lot Four (4) in Block Two (2) in Tuggle Plat of

University Field Addition No. 2, an Addition to

the City of Lawrence.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said

Parties of the first part

have this day executed and delivered one certain promissory note in writing to said party of the second part, of which the following IS A MEMORANDUM

Date of Note October 11, 1956

Amount \$2,000.00

Rate 6% from date

Due April 11, 1957

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, and its assigns, said sum of money in the above-described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said party of the second part shall be entitled to the possession of said premises.

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

James A. Tuggle

James A. Tuggle

Jessie E. Tuggle