

MORTGAGE

(No. 521)

Book 110

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# This Indenture,

Made this Twenty Fifth day of July  
A. D. 1955 between James A. Tuggle and Jessie E. Tuggle, husband and wife

Lawrence in the County of Douglas and State of Kansas  
of the first part, and Douglas County State Bank, a Corporation, Lawrence, Kansas

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of  
Two Thousand 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 part Y of the second part and its ~~xxxxxxx~~ 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 Three (3) in Marion & Barlow Addition, an addition to the City of Lawrence, 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 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 Two Thousand 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 part Y 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 the  
said part Y of the second part and its ~~xxxxxxx~~ 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 overplus, if any there be, shall be  
paid by the part Y making such sale, on demand, to said parties of the first part, their

heirs and assigns

In Witness Whereof, The said part ies of the first part have hereunto set their  
hand 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 25th day of July A. D. 1955

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 person 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

Chester G. Jones Notary Public

Recorded July 26, 1955 at 3:22 P.M. Release.

The note herein described has been paid in full the mortgage is  
hereby released, and the note is hereby discharged. Be it  
my hand this 20th day of July 1956  
attest: Harold R. Schave, Cashier Douglas County State Bank  
[Cap. Seal] By Chester G. Jones, President

21st

July

1956