

MORTGAGE

(No. 52B)

53923 Book 110

Bates Legal Blanks - CASH STATIONERY CO., Lawrence, Kansas

**This Indenture,**Made this Twenty Fifth day of July  
A. D. 19 55, 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 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 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 ~~xxxxxx~~ 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 Four (4) in Marion E. Barlow Addition, an Addition to the City of Lawrence, Kansas

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 partdo 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 ~~xxxxxx~~ 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 parties 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. TuggleJames A. Tuggle (SEAL)Jessie E. Tuggle (SEAL)Jessie E. Tuggle (SEAL)

STATE OF KANSAS

Douglas

County,

Be It Remembered, That on this 25th day of July A. D. 19 55before me, Chester G. Jones, a Notary Publicin 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 19 57Chester G. Jones

Notary Public

Release

Charles E. Jones

Be Inter of Deeds

the said bank having been paid in full, this mortgage is hereby released, and the said bank is hereby discharged. In Witness whereof, my hand this 24th day of May, 1956.

Douglas County State Bank

By Chester E. Jones, PresidentCharles E. JonesCharles E. Jones

(my seal)