

63980

Book 110

MORTGAGE

(No. 521)

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

This Indenture,

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

of 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 ~~heirs and assigns~~ 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 Eleven (11) in Marion A. Parlow Addition, an addition to the City of Lawrence

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 indelible 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 ~~heirs and assigns~~ 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
hands and seals the day and year first above written.

James A. Tuggle

Signed, Sealed and delivered in presence of

James A. Tuggle (SEAL)

Jessie E. Tuggle (SEAL)

Jessie E. Tuggle

STATE OF KANSAS

Douglas County,

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 3:34 P.M. Boyle

The note herein described having been paid in full the mortgage is hereby
released, and the lien thereon is hereby discharged. Witness my hand this
Thirty First day of December 1955

Harold H. Schue, Cashier

Douglas County State Bank

By Chester G. Jones, President

2nd
3rd

Harold H. Schue

Cancel