

1957  
Fee paid \$1.00

53932 Book 110

MORTGAGE (NO. 52B) Boyles 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 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 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 Thirteen (13) in Marlon E. Barlow 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 indefensible 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 part ies of the first part have hereunto set their hand and seal the day and year first above written.  
James A. Tuggle  
Signed, Sealed and delivered in presence of Jessie E. Tuggle (SEAL)  
Jessie E. Tuggle (SEAL)

STATE OF KANSAS  
Douglas County, ss.

Be It Remembered, That on this 25th day of July A. D. 19 55 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.  
Chester G. Jones Notary Public  
August 10 19 57



Recorded July 26, 1957 at 3:42 P.M.

Release

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. Witness my hand this 26th day of January 1956

Attest: Wm. Clem  
(Corp Seal)

Douglas County State Bank  
Chester G. Jones, President

James A. Tuggle  
Jessie E. Tuggle