

53933° Book 110

MORTGAGE

(NO. 528)

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 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 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 ~~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 Fourteen (14) in Marion E. Barlow Addition, an addition to the City of Lawrence, Ks.

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 ~~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 party 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

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. 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 wifeto me personally known to be the same person as 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 1019 57

Chester G. Jones Notary Public

James A. Tuggle (Signature)

By Chester G. Jones, President

John
Barthold Beck
James M. Moore

Wm. H. Schaefer, Cashier
(Signature)