

MORTGAGE

59462

315-2

Cross & Co. Stationers, Office Outfitters, Legal Blanks, Topeka, Kansas

Book 112

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THIS INDENTURE, Made this third day of May, A. D. 1956, between James A. Tuggle and Jessie E. Tuggle, husband and wife

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

of Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Two thousand and 00/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said party of the second part, and its ~~successors~~ assigns, all the following-described real estate, situated in Douglas County and State of KANSAS, to wit:

Lot 12, Block 1, in Tuggle Replat of University Field Addition #2  
to the City of Lawrence, Kansas.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said parties of the first part have this day executed and delivered one certain promissory note in writing to said party of the second part, of which the following is a memorandum:

Amount \$2000.00  
Date May 3, 1956  
Maturity November 3, 1956  
Rate Five per cent from date  
Signed James A. Tuggle  
Jessie E. Tuggle

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, and its assigns, said sum of money in the above-described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said party of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands, the day and year first above written.

James A. Tuggle  
Jessie E. Tuggle

State of Kansas, Douglas County, ss.  
BE IT REMEMBERED, That on this third day of May, A. D. 1956, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came James A. Tuggle and Jessie E. Tuggle, husband and wife

who are personally known to me to be the same person(s) who executed the within instrument of writing, and such person(s) have duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal, the day and year last above written.



Chester G. Jones, Notary Public.

Term expires August 10, 1957

This instrument was written on the original mortgage and filed this 15th day of December 1956. Harold A. Beck (Reg. of Deeds) Marie Wilson (Clerk)

Recorded May 3, 1956 at 3:33 P.M.

Receipt Harold A. Beck Register of Deeds

\$2,000.00  
Received of James A. Tuggle & Jessie E. Tuggle the within named mortgage, the sum of Two thousand and 00/100 Dollars, in full satisfaction of the within mortgage.  
Attest: Harold R. Schene, Clerk (Comp Seal) Douglas County State Bank  
By Chester G. Jones, President

December 14, 1956