

62623 BOOK 115

MORTGAGE

(No. 52A)

Boyles Legal Blanks - Cash Stationery Co., Lawrence, Kansas

**This Indenture**, Made this 14th day of May  
A. D. 19 57, between James A. Tuggle and Ethel Tuggle, his wife,

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Ila Martin

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Eleven Thousand DOLLARS,  
to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do  
grant, bargain, sell and Mortgage to the said part y of the second part her heirs and assigns forever,  
all that tract or parcel of land situated in the County of Douglas and State of  
Kansas, described as follows, to-wit:

Lots Four (4) and Five (5), and the East 22 feet of Lot Six (6),  
and Lots Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15),  
in Block Six (6), and Lots Six (6) and Seven (7), in Block Two (2),  
all in Edmonds 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 first parties  
do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Eleven Thousand  
Dollars, according to the terms of one certain promissory note this day executed and delivered by the  
said first parties 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 her executors, administrators,  
and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-  
scribed 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 first parties

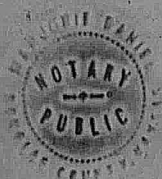
heirs and assigns

In Witness Whereof, The said part ies of the first part ha ve hereunto set their  
hand S and seals the day and year first above written.

Signed, Sealed and delivered in presence of

James A. Tuggle (SEAL)  
James A. Tuggle (SEAL)  
Ethel Tuggle (SEAL)  
Ethel Tuggle (SEAL)

STATE OF KANSAS,  
Douglas County



BE IT REMEMBERED, That on this 14th day of May A. D. 19 57  
before me, the undersigned a Notary Public  
in and for said County and State, came James A. Tuggle and  
Ethel Tuggle, his wife

to me personally known to be the same persons who executed the foregoing 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 11-5-1960 Marjorie Daniel Notary Public  
Marjorie Daniel

Recorded May 14th 1957 at 2:50 P.M.

Register of Deeds, Harold A. Beck  
By: Marie Wilson Deputy

For Release See Book 117 - Page 356

See Partial Release See Book 117 Page 356