

65954

BOOK 118

MORTGAGE

310-2

Crane & Co., Inc., Stationers, Office Outfitters, Legal Blanks, Topeka, Kansas

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THIS INDENTURE, Made this 27th day of May, A. D. 1958,

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

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 ---
Thirty seven thousand (\$37,000.00) and no/100 --- and no 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: The south $\frac{1}{2}$ acres of the east $\frac{1}{2}$ acres of the south 37 acres of the south $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 25, Township 12S, Range 19E of the 6th PM, in Douglas County, Kansas; ALSO: The west 5 acres of the following described two tracts to wit: the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 25 and a strip of land 3 rods wide off of the north side of the SE 10 acres of the S $\frac{1}{2}$ of said quarter section reserving a strip 30 feet wide off the south side of said described tract for a road all being in township 12S, range 19E of the 6th PM, more clearly described as follows: Beginning at a point 610.5 feet north and 661.24 feet west of the center quarter corner of said section 25, thence north 710.62 feet, thence east 306.5 feet, thence south 710.62 feet, thence west 306.5 feet to the point of beginning, containing 5 acres more or less, in Douglas County, Kansas; ALSO: The East $\frac{1}{2}$ of block 26 in the part of the City of Lawrence known as West Lawrence less the following: Beginning at a point 25 feet south of the NE corner thereof, thence south 95 feet, thence west 70 feet, thence north 120 feet, thence east 45 feet, thence to the right on a curve with a 25 foot radius to the point of beginning, in Douglas County, 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:

Date	May 27, 1958	Interest Rate	6%
Amount	\$37,000.00	Due	May 27, 1959

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, or 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
James A. Tuggle
Jessie E. Tuggle