

MORTGAGE RECORD NO. 58

This Indenture, Made this 20th day of July in the year of our Lord million hundred and twenty between E. A. Tuttle and Nellie A. Tuttle, his wife, of Douglas in the County of M. J. Skiles and State of Kansas, of the first part, and _____ of the second part:

WITNESSETH That the said part two thousand of the first part, in consideration of the sum of _____ 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 _____ of the second part him 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:

The Southeast quarter (S.E. 1/4) of Section number eight (8) Township Thirteen (13), Range Twenty (20), East of the sixth (Principal Meridian), containing in all one hundred and sixty acres, more or less.

with all the appurtenances, and all the estate, title and interest of the said part _____ of the first part therein. And the said E. A. Tuttle and Nellie A. Tuttle 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 except one certain first mortgage note given to for \$10,000.--

This Grant is intended as a Mortgage to secure the payment of the sum of Two thousand Dollars according to the terms of one certain mortgage note this day executed _____ and delivered by the said parties of the first part to the said part _____ of the second part payable on or before five years after date with interest at six percent payable semi-annually,

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 _____ of the second part, _____ executors, administrators and 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 cost and charges of making such sale, and the overplus, if any there be, shall be paid by the part _____ making such sale, on demand, to said _____ heirs and assigns.

IN WITNESS WHEREOF, The said part two of the first part have hereunto set their hand _____ and seal _____ the day and year first above written.

Signed, Sealed and Delivered in the presence of _____ E. A. Tuttle (SEAL.)

Nellie A. Tuttle (SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
Douglas County }

BE IT REMEMBERED, That on this _____ day of July A. D. 1920, before me, _____ a Notary Public in and for said County and State, came E. A. Tuttle and Nellie A. Tuttle, his wife, to me personally known to be the same person _____ who executed the foregoing instrument, 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 Jan. 14 1923, _____ Leta F. Kennedy Notary Public.
Filed for Record the 20 day of July A. D. 1920, at 5:55 o'clock P.M.

Estelle Northrup, Register of Deeds

Samuel Skiles, Deputy.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
As witness my hand this 23rd day of September A. D. 1921

Attest Michael Skiles Notary Public

Witnessed Sept 25 1921
Class E. Cunningham
Wm. Skiles

See assignment in my 2677 Page 352