

MORTGAGE RECORD NO. 58

This Indenture, Made this 35<sup>th</sup> day of August in the year of our Lord nineteen hundred and twenty; between George A. Tuttle and Nellie D. Tuttle, his wife, of the Township of Douglas of Nebraska in the County of Douglas and State of Kansas, of the first part, and Annie S. Boardman of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Three Hundred 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 party 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:

The Southeast quarter (4) of Section Eight (8) in Township Thirteen (13) of Range Twenty (20) in said County and State.

The mortgagors agree to keep the buildings on premises insured against fire, lightning and wind storms to the extent of their insurable value, in a company or companies approved of by this mortgage, with mortgage clause attached making loan payable to said mortgagors, or assigns, as interest may appear, and failing to do so holder of mortgage may have same insured and the cost of so doing added to the mortgage.

with all the appurtenances, and all the estate, title and interest of the said parties 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 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 the sum of Three Hundred Dollars according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party of the second part payable two years after date with interest thereon according to the terms of said note and coupons thereto attached.

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 party 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 prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the party of the first part, making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

Jennie Platt

Geo A Tuttle

Nellie A. Tuttle

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 26<sup>th</sup> day of August A. D. 1920, before me, Jennie Platt a Notary Public in and for said County and State, came George 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 30<sup>th</sup> March 1924

Jennie Platt

Notary Public.

Filed for Record the 31 day of August A. D. 1920, at 9<sup>55</sup> o'clock A.M.

Estelle Northrup

Register of Deeds

Terre Plora

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 7<sup>th</sup> day of July A. D. 1926  
Annie S. Boardman  
Attest:

Sept. 25  
Elie E. Armstrong  
Dean Sigwalt Esq.