

Receiving No. 859

MORTGAGE RECORD 80

Reg. No. 180

Fee Paid, \$ 0.75

FROM

Irvin Tuttle, a single man and

Otto Tuttle, a single man
TO

Peoples State Bank, Lawrence, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 20 day of
July A. D. 1935, at 3:45 o'clock P.M.Harold A. Duck
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this twentieth day of July, in the year of our Lord, one thousand nine hundred and thirty five between Irvin Tuttle, a single man and Otto Tuttle, a single man

of R. 2. Lawrence in the County of Douglas and State of Kansas
partes of the first part, and Peoples State Bank, Lawrence, Kansas

part y of the second part.

WITNESSETH, That the said part y of the first part, in consideration of the sum of
Three hundred 00/100 ----- DOLLARS, to them duly paid, the receipt of
which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part y of the second part, the
following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:The West Half (½) of the South Half (½) of the Northwest Quarter (¼) of Section Twenty
seven (27), Township Thirteen (13) South of Range Twenty (20) East of the Sixth Principal
Meridian

with the appurtenances and all the estate, title and interest of the said part 108 of the first part therein.

And the said part 108 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 whatsoever

and that they will warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the part 108 of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against
said real estate when the same becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company
as shall be specified and directed by the part y of the second part, the loss, if any, made payable to the part y of the second part to the extent of its interest. And in the event that
said part 108 of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part y of the second part may pay
said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until
fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Three hundred 00/100 ----- DOLLARS,
according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 20th day of July 1935.and by its terms made payable to the part y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of
money advanced by the said part y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 108 of the first part
shall fail to pay the same as provided in this indenture.And this covenant shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof
or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if
the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this mortgage shall become absolute, and the whole sum remaining unpaid,
and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof,
without notice, and it shall be lawful for the said part y of the second part OR ASSIGNEES to take possession of the said premises and all the improvements
thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom, and to sell the premises hereby granted, or any part thereof, in the manner
prescribed by law and out of all moneys arising from such sale to make the same and then unpaid of principal and interest, together with the costs and charges incident therein; and the overplus, if any
there be, shall be paid by the part y making such sale, on demand, to the first part 108.It is agreed by the parties hereto that the terms and provisions of this indenture are such and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to,
and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.IN WITNESS WHEREOF, The part 108 of the first part have hereunto set their hand and seal on the day and year last above
written.

Irvin Tuttle (SEAL)

Otto Tuttle (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss.BE IT REMEMBERED, That on this 20th day of July A. D. 1935, before me, a
Notary Public in the aforesaid County and State, came Irvin Tuttle, a single manand Otto Tuttle, a single man
to me personally known to be the same persons 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.

(SEAL)

My commission expires on the 22 day of March 1938.

T. J. Sweeney Jr.

Notary Public.

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds
to enter the discharge of this mortgage of record. Dated this 21st day of December 1937.

(Corp. Seal)

Peoples State Bank, Lawrence, Kans.
By T. J. Sweeney Jr. President
Mortgagee. Owner.This Release
was written
on the original
Mortgage
entered
this 21st day
of December
1937.
Harold A. Duck
Reg. of Deeds.