

Receiving No. 2918

MORTGAGE RECORD 80

Reg. No. 764

Fee Paid, \$3.00

Receiving No.

FROM

Charles Tuttle
TO

Lawrence Bldg. & Loan Assn.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 31 day of

August A. D. 1936, at 9:55 o'clock A. M.

Harold A. Eby

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this twenty-ninth day of August, in the year of our Lord, one thousand nine hundred and thirty-six, between Charles Tuttle and Viola Tuttle, his wife

of Lawrence in the County of Douglas and State of Kansas
part of the first part, and The Lawrence Building & Loan Association part Y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twelve Hundred and no/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:

Lots Fifty-four (54) and Fifty-six (56) on New Jersey St. in the City of Lawrence, Kansas

with the appurtenances and all the estate, title and interest of the said part 100 of the first part therein.

And the said part 100 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 of a good and inalienable estate of inheritance therein, free and clear of all incumbrance.

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

It is agreed between the parties hereto that the part 100 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 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 100 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 Twelve Hundred and no/100 - - - - - DOLLARS

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 29th day of August 1936, 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 100 of the first part to the part Y of the second part, with interest thereon as herein provided, in the event that said part 100 of the first part shall fail to pay the same as provided in this indenture.

And this conveyance 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 conveyance 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 part Y of the second part 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 provided by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part Y of the second part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each 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 100 of the first part has hereunto set their hand and seal the day and year last above written.

Charles Tuttle (SEAL)

Viola Tuttle (SEAL)

(SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

BE IT REMEMBERED, That on this 29th day of August A. D. 1936, before me, a notary public in the aforesaid County and State, came

Charles Tuttle and Viola Tuttle, his wife

to me personally known to be the same person as who executed the foregoing instrument and duly acknowledged the execution of the same.

(SEAL) 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 on the 21st day of April 1938.

L. E. Eby Notary Public.

RELEASE

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 3rd day of Aug, 1940.

L. E. Eby Secy. (Cap. Sec)

The Lawrence Building and Loan Association
George O. Foster President

Mortgage.

Genu.

This Release
has been written
on the original
Mortgage
entered
this 29th day
of August
1936
Harold A. Eby
Reg. of Deeds.

Geraldine O. Powe

Lawrence Nation

THIS INDENTURE
hundred and thirty-six

of Lawrence
part 100 of the first part.

WITNESSETH, That

Six thousand five

which is hereby acknowledged

following described real estate

Quarter (NW 1/4) of

P.M. lying east of

South twenty (20)

The South

The Southeast Quarter

corner of said Sou

South to the center

Quarter Section 1

less, Also, less

of Section Fifteen

Wakarusa Creek to

east Quarter (SE 1/4)

ning, 21.63 acres

acres, more or less

west Quarter (SW 1/4)

Range Nineteen (19

degrees East 107 5

20 feet to the cen

line of Section 15

taining .208 of ac

to convey a triang

Center line of new

Kansas, said land

road running thru

of right-of-way to

Mary L. Shepherd,

Being the same Ren

with the appurtenances and

And the said part 100 of the

of a good and inalienable estate of

and that they will warrant and defend

It is agreed between the parties

said real estate when the same become

as shall be specified and directed by

said part 100 of the first part shall

said taxes and insurance, or either, and

fully repaid.

THIS GRANT is intended as

Six thousand

according to the terms of one

and by its terms made

money advanced by the said part Y

shall fail to pay the same as provide

And this conveyance shall be void

or any obligation created thereby, or

the buildings on said real estate are not

and all of the obligations provided for

without notice, and it shall be lawfu

therein in the manner provided by law

provided by law and out of all moneys

then be, shall be paid by the part Y

It is agreed by the parties hereto

and be obligatory upon the heirs, ex

IN WITNESS WHEREOF

written.

STATE OF Kansas

COUNTY OF Doug

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)