

## MORTGAGE RECORD 87

The World Co., Lawrence, Kansas

FROM

Harold J. Tuttle, a single man

TO

The Douglas county Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 8 day of

February A.D. 1944, At 9:00 A.M.

Harold A. Beck

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 4th day of February in the year of our Lord nineteen hundred Forty Four between Harold J. Tuttle, a single man

of in the County of Douglas and State of Kansas  
of the first part, and The Douglas County Building and Loan Association

of the second part.

WITNESSETH, That the said part Y of the first part, in consideration of the sum of Nineteen Hundred and no/100 DOLLARS to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do es grant, bargain, sell and Mortgage to the said part Y of the second part its 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:

Beginning at a point 60 feet North and 125 feet West of the South East corner of Block Six (6) in that part of the City of Lawrence, known as South Lawrence, thence West 125 feet, thence North 60 feet, thence East 125 feet, thence South 60 feet to the point of beginning, being parts of Lots Ten (10) and Eleven (11) of said Block No. Six (6).

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And the said party of the first part

do es hereby covenant and agree that at the delivery hereof he is 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

This grant is intended as a mortgage to secure the payment of the sum of Nineteen Hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said party of the first part to the said part Y of the second part

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 Y of the second part its 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 Y making such sale, on demand, to said party of the first part, his heirs and assigns

IN WITNESS WHEREOF, The said part Y of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

Harold J. Tuttle (SEAL)

(SEAL)

STATE OF KANSAS,

ss.

County of Douglas

BE IT REMEMBERED, That on this 7th day of February A.D. 1944 before me the undersigned a Notary Public in and for said County and State, came Harold J. Tuttle, a single man

(SEAL) to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.  
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year last above written.

My Commission expires December 31 1944 Pearl Emick Notary Public.

## RELEASE

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 14th day of January A.D. 1946

Attest:

(Corp. Seal)

The Douglas County Building and Loan Association  
by Pearl Emick Secretary

This release was written on the original mortgage entered this 24 day of Jan 1946

Harold A. Beck  
Reg. of Deeds  
Deputy