

MORTGAGE RECORD 90

Reg. No. 4586
Fee paid \$7.50

The World Co., Lawrence, Kansas

FROM

Harold J. Tuttle, a single man
TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 26 day of

January A.D. 1946, At 2:00 P.M.

Nassell A. Beck
Register of Deeds.

The Douglas County Building and Loan Association

By Deputy.

THIS INDENTURE, Made this 25th day of January in the year of our Lord nineteen hundred
forty six between Harold J. Tuttle, a single manof Lawrence 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 party of the first part, in consideration of the sum of
Three thousand and no/100 DOLLARS
to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell
and Mortgage to the said party 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:

Lot No. Eighteen (18) in Lindley Addition, an Addition

to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said
party of the first part
do 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 ~~XXXXXX~~
Three thousand 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 party 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 party 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, to-
gether with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on
demand, to said party of the first part, his heirs and assigns.IN WITNESS WHEREOF, The said party 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, } DE IT REMEMBERED, That on this 25th day of January
XXXXXX Douglas County, } ss.
A.D. 1946 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 acknowl-
edged 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 May 5 1948 Ruth V. Myers Notary Public.

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.

Attest: As Witness my hand, this 1st day of September A.D. 1946.

(Corp. Seal)

The Douglas County Building and Loan Association
by *Ruth V. Myers*
SecretaryThis release
was written
on the original
mortgageentered
this 29 day
of Sept
1946*Nassell A. Beck*
Reg. of Deeds

Deputy