

The World Co., Lawrence, Kansas

FROM

Harold Tuttle, a single man

TO

Lawrence Loan & Finance Co.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 20th day of September A.D. 1946, At 3.25 P.M.

Harold A. Beck
Register of Deeds.

By _____ Deputy.

THIS INDENTURE, Made this 20th day of September in the year of our Lord nineteen hundred and forty six A. D. 1946 between Harold Tuttle, a single man

of Lawrence in the County of Douglas and State of Kansas, Party of the first part, and Lawrence Loan and Finance Company, Lawrence, Kansas parties of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of Eight Hundred and Sixty Nine 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 their 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 South twenty-four and one-half (24½) feet of Lot Twenty-Six (26) and the North Ten and one-half (10½) feet of Lot Twenty-Eight (28) New Hampshire Street in the City of Lawrence, Kansas, commonly known as 714 New Hampshire Street, Lawrence, Kansas

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 except a first and prior lien in the amount of Thirty-Five Hundred (\$3500) dollars to the Douglas County Building & Loan Ass'n. dated September 1946

This grant is intended as a mortgage to secure the payment of the sum of Eight Hundred Sixty Nine 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 parties 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 parties of the second part their 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 parties 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 Tuttle (SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas County

A.D. 1946 before me D. O. Phelps

came Harold Tuttle, a single man

to me personally known to be the same person who executed the foregoing instrument of writing 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 November 14 1949 D. O. Phelps 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 4th day of June A.D. 1946

Attest:

Lawrence Loan and Finance Co.
D. O. Phelps
Att.

This release was written on the original mortgage

this 5th day of June 1946

Harold A. Beck
Reg. of Deeds

Deputy