

35738

BOOK 94

MORTGAGE-Standard Form.

F. J. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 25th day of June
A. D. 1948, between Charles Tuttle and his wife, Viola Tuttle

of 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 parties of the first part, in consideration of the sum of Five Hundred and no/100----- DOLLARS
to them duly paid, the receipt of which is hereby acknowledged, ha ve 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. Fifty Four (54) on New Jersey Street, in the City of Lawrence.

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

This grant is intended as a mortgage to secure the payment of Five Hundred and no/100-----
Dollars, according to the terms of one certain note this day executed and delivered by the said
parties 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 successors 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 costs 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 parties of the first part, their

heirs and assigns.
In Witness Whereof, The said part ies of the first part ha ve hereunto set their
hand and seal on the 1st day and year first above written.
Signed, Sealed and delivered in presence of

Charles Tuttle (SEAL)
Viola Tuttle (SEAL)

STATE OF KANSAS

Douglas County.

Be It Remembered, That on this 26th day of June A. D. 19 48
before me, the undersigned, a Notary Public
in and for said County and State, came Charles Tuttle and his
wife, Viola Tuttle

to me personally known to be the same person(s) 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 my official seal on
the day and year last above written.

My commission expires Dec 31 1949 Pearl Emick Notary Public.



Recorded June 28, 1948 at 9:45 A. M.

RELEASE

The note herein described, having been paid in full, this mortgage is hereby released, and the lien thereby
created, is extinguished. As witness my hand, this 26th day of June, A. D. 1948.

The Douglas County Building and Loan Association
By Pearl Emick Secretary.

This release
is written
the original
mortgage
entered

this 1st day
of July
19 48

Harold A. Beck Register of Deeds.

Viola Tuttle
Notary Public