

42334

BOOK 29

MORTGAGE—Standard Form

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

This Indenture,Made this 1st day of December
A.D. 1950, between James A. Tuggle and his wife, Jessie Ethel Tuggleof 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 part 1st of the first part, in consideration of the sum of Eighty 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:

Beginning at a point 625.75 feet East and 1331.15 feet South of the North West corner of the North East Quarter of Section Six (6), Township Thirteen (13), Range Twenty (20), thence South 75 feet, thence West 313.2 feet, thence North 75 feet, thence East 313.2 feet to the point of beginning.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 Eighty 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 1st of the first part ha ve hereunto set their hands and seals the day and year first above written.
Signed, Sealed and delivered in presence of

James A. Tuggle (SEAL)
Jessie Ethel Tuggle (SEAL)
(SEAL)

STATE OF KANSAS

Douglas County.A.D. 1950

Be It Remembered, That on this 2nd day of December, A.D. 1950 before me, the undersigned a Notary Public in and for said County and State, came James A. Tuggle and his wife, Jessie Ethel Tuggle

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 my official seal on the day and year last above written.

My commission expires January 13th, 1952 Harold A. Beck Notary Public.

and dated December 2, 1950 at 10:35 A.M.

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, the 10th day of August A.D. 1951.

The Douglas County Building and Loan Association
By Pearl Enick Secretary

(Corp. Seal)

This release was written on the original mortgage.

entered the day of August 1951
Harold A. Beck
Notary Public