

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said parties of the first part

ha. ve. this day executed and delivered one certain promissory note in writing to said part. y. of the second part, of which the following is a Memorandum

Amount of note \$1,400.00 Maturity July 26, 1955

Date of Note March 26, 1953

Principal and interest payable \$50.00 April 26, 1953 and

\$50.00 the 26th of each month thereafter until maturity, balance at maturity.

Interest to be first deducted from the \$50.00 payment and balance to be credited to principal each month.

Signed- Elmer E. Higgenbottom

Laura Higgenbottom

NOW, If said parties of the first part shall pay or cause to be paid to said part. y. of the second part, its assigns, said sum of money in the above-described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said part of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part ha. ve. hereunto set their hand. S., the day and year first above written.

x Elmer E. Higgenbottom

x Laura Higgenbottom

44226-3M-3-51

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 26th day of March, A. D. 1953, before me,

the undersigned, a Notary Public in and for the County and State aforesaid,

name Elmer E. Higgenbottom and Laura Higgenbottom, Husband and wife



who are personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal, the day and year last above written.

G.M. CLEM

Notary Public

Term expires August 26, 1953

Handwritten signature