

32678 BOOK 106

MORTGAGE

(NO. 52A)

Boyles Legal Blanks - CASH STATIONERY CO., Lawrence, Kansas

**This Indenture,**Made this 30 day of June  
A. D. 19 54, between Lewis Higgins and Dorothy Higgins, his wifeof Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Harry A. Puckett

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Two thousand Four hundred forty (\$2440.00) 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 part y of the second part his 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 Number One Hundred Eighty-Two (182) on New York Street  
in the City of Lawrence, Kansas

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

And the said Grantorsdo hereby covenant and agree that at the delivery hereof they are the lawful owner<sup>s</sup> 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 Two thousand four hundred forty--- 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 part y 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 part y of the second part his 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 costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part ies making such sale, on demand, to said

heirs and assigns

In Witness Whereof, The said part ies of the first part ha ve hereunto set their hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Lewis Higgins (SEAL)  
Dorothy Higgins (SEAL)  
J. J. (SEAL)

STATE OF KANSAS,  
Douglas County, } ss.

Be It Remembered, That on this 30 day of June A. D. 19 54before me, The undersigned a Notary Publicin and for said County and State, came Lewis Higgins and Dorothy Higgins, husband and wife

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 Feb-1419 57

M. E. Kelly Notary Public

Recorded June 30, 1954 at 1:30 P.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 this 15th day of May 1962.

Harry A. Puckett

This release  
was written  
on the original  
mortgage  
entered  
this 16 day  
of May  
1962  
Harold A. Beck  
Register of Deeds  
County of Douglas  
State of Kansas