

60272 Book 113

MORTGAGE

315-2 Crane & Co. Stationers, Office Outfitters, Legal Blanks, Topeka, Kansas
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THIS INDENTURE, Made this 26th day of July A. D. 1956,
between Virgil Higesworth and Myrtle Higesworth, husband and wife.

of Douglas County, in the State of Kansas, of the first part,
and Douglas County State Bank, a Corporation
of Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Two Thousand One Hundred and NO DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said party of the second part, and its assigns, all the following-described real estate, situated in Douglas County and State of Kansas, to wit: Beginning at a point 641.1 feet North of the Southwest corner of the North Half of the Southeast Quarter of Section Twenty-Two (22), Township Thirteen (13), South of Range Nineteen (19) East of the Sixth Principal Meridian, which point is in Section line, thence North 208.7 feet, thence West 208.7 feet, thence South 208.7 feet, thence East 208.7 feet to beginning.

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

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

have this day executed and delivered one certain promissory note in writing to said party of the second part, of which the following IS A MEMORANDUM

Date July 26, 1956 Amount \$2100.00

Mtg. 3 yrs. from date Rate 5%

Principle and interest payable \$60.00 October 10, 1956 and \$60.00 the 10th of each month thereafter.

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, and 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 party of the second part shall be entitled to the possession of said premises.

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

Virgil Higesworth

Myrtle Higesworth