

Now if said C. Jan Higgins and Jo Ann Higgins, his wife  
shall pay or cause to be paid to said part ies of the second part, their heirs or 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; and 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, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said part ies of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said part ies of the first part, for themselves and for their heirs, do hereby covenant to and with the said part ies of the second part, executors, administrators and assigns, that they are lawfully seized in fee of said premises, and have good right to sell and convey the same, that said premises are free and clear of all encumbrances, except a first mortgage to Capitol Federal Savings and Loan Association, Topeka, Kansas, in the sum of \$11,200.00, dated January 10, 1958 and recorded January 13, 1958, in Book 117 at page 342 in the office of the Register of Deeds, Douglas County, Kansas

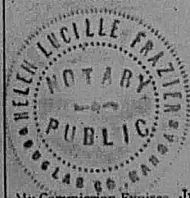
and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

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

ATTEST:

C. Jan Higgins  
C. Jan Higgins  
Jo Ann Higgins  
Jo Ann Higgins

STATE OF KANSAS,  
Douglas County ss.



**Be It Remembered**, That on this 11th day of January A. D. 19 58  
before me, Helen Lucille Frazier, a Notary Public  
in and for said County and state, came C. Jan Higgins and Jo Ann Higgins,  
his wife

to me personally known to be the same persons who executed the within 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 July 22, 19 61

Helen Lucille Frazier  
Helen Lucille Frazier Notary Public

Recorded October 16, 1958 at 3:10 P.M.

Harold A. Beck Register of Deeds

Reg. No. 14,504

Fee Paid \$21.25

67440

BOOK 119

MORTGAGE

(No. 52K)

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

This Indenture, Made this 15th day of October, 1958 between  
J. LeRoy Bateson and Doris Louise Bateson, husband and wife  
of Lawrence, in the County of Douglas and State of Kansas  
parties of the first part, and The Lawrence Building and Loan Association  
part y of the second part.

Witneseth, that the said parties 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, have sold, and by  
this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part y of the second part, the  
following described real estate situated and being in the County of Douglas and State of  
Kansas, to-wit: