

Reg. No. 15,869
Fee Paid \$4.00

MORTGAGE 73230 BOOK 124 (Sta. 22A) Boyles Legal Blanks-POORE PRINTING CO.-Lawrence, Kansas

This Indenture, Made this 20th day of April
A. D. 1960, between Richard Higgins and Theda Loretta Higgins, his wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Julia L. Maxwell

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand, Six Hundred (\$1,600.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and Mortgage to the said party of the second part her 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:

Lots 28 and 29 and the West 58.10 feet of Lot 30, on Ash Street, in Simpson's Subdivision of that part of the City of Lawrence, known as North Lawrence,

with all the appurtenances, and all the estate, title and interest of the said parties 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 owner 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 One Thousand Six Hundred (\$1,600.00) Dollars, according to the terms of a certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part, and by its terms payable quarterly in payments of \$75.00 each, commencing on the 20th day of July, 1960, with interest on the unpaid balance at the rate of seven per cent (7%) per annum, and the balance of \$700.00 on April 20, 1963.

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 her 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 party making such sale, on demand to said parties of the first part, their heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.
Signed, Sealed and delivered in presence of

Richard Higgins (SEAL)
Richard Higgins (SEAL)
Theda Loretta Higgins (SEAL)
Theda Loretta Higgins (SEAL)

STATE OF KANSAS,
Douglas County



BE IT REMEMBERED, That on this 21st day of April A. D. 1960 before me, the undersigned a Notary Public in and for said County and State, came Richard Higgins and Theda Loretta Higgins, his wife,

to me personally known to be the same persons 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 December 3 1963
Marie E. Johnson Notary Public
Marie E. Johnson

This release was written on the original mortgage stored the 28 day of February 1963
Vernell Wilcox
Reg. of Deeds

Recorded April 22, 1960 at 3:50 P.M.

Harold A. Beck Register of Deeds
By: Jamie Beam Deputy

RELEASE

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 28th day of February 1963.

Julia L. Maxwell Mortgagee, Owner.