

Reg. No. 17,082
Fee Paid \$5.50**MORTGAGE**

78248 BOOK 129

This Mortgage Made this 16th day of September in the year of Our Lord, One Thousand Nine Hundred and Sixty-one by and between Eugene Earl Higgins and
Fleetta Mae Higgins, husband and wife,
party of the first part, and
Home Savings Association of Kansas City, a corporation, party of the second part

Witnesseth, That said party of the first part, for and in consideration of the sum of \$ 2221.19 Dollars to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part and to his heirs and assigns forever, all of the following described tract, piece, and parcel of land lying and situated in the County of Douglas and State of Kansas, to-wit:

The West 1/2 of a tract of land beginning at a stone which is 60 rods West of the Northeast corner of Southwest 1/4 of Section 18, Township 14 South, Range 20 East, thence West 20 rods to a stone, thence South 40 rods to a stone, thence East 20 rods to a stone, thence North 20 rods to point of beginning, in Douglas County, Kansas, containing .5 acres more or less.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to his heirs and assigns forever; PROVIDED ALWAYS, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

Whereas, the said party of the first part has this day executed and delivered his certain promissory note in writing to the party of the second part, a copy of which note is hereto attached and made a part hereof.

Re-write of PIL 14219.

INSTALLMENT NOTE

\$ 2,221.19

September 16, 19 61

At the dates hereinafter mentioned, for value received, I, or We, the undersigned, jointly and severally, promise to pay to the order of Home Savings Association of Kansas City
the sum of Two Thousand Two Hundred Twenty-one and 19/100 -----Dollars

in 60 successive monthly installments of \$ 37.03 each (except that the final installment shall be the difference between the amount of this note and the sum of the preceding installments), commencing on the 16th day of October 19 61 and on the same day of each and every month thereafter until paid in full, with interest at the rate of 8 per cent per annum after maturity; and agree that on default in the payment of any installment the whole amount of this note shall then and there become due at the election of the holder thereof.

I, or We, agree to pay a "late charge" not to exceed 5% per month for each payment more than ten days in arrears, to cover the extra expense involved in following up and handling delinquent payments.

The makers, sureties, guarantors and endorsers of this note, jointly and severally, do hereby waive demand, presentment for payment, notice of non-payment and protest, and do each hereby waive notice of and consent to any and all extensions of this note or any part thereof from time to time without notice to us, and hereby waive any and all notice of whatsoever kind or nature, and waive the exhaustion of legal remedies hereon.

And further to secure the payment of said amount, the undersigned hereby jointly and severally irrevocably authorize and empower any attorney of any Court of Record to appear for them, or either of them, in such court at any time hereafter and confess a judgment without process against them or any one or more of them, in favor of the legal holder of this note, for such sum as may appear to be unpaid and owing thereon, together with interest, costs and reasonable attorney's fees, and to waive and release all errors which may intervene in such proceeding, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

Eugene Earl Higgins

Fleetta Mae Higgins

NEGOTIABLE AND PAYABLE AT OFFICE
OF THE HOLDER HEREOF

Now, if the said party of the first part, or any one for him, shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money, or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said party of the second part, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum, shall immediately become due and payable; and said taxes and assessments of every nature so paid shall be an additional lien against said mortgaged premises secured by this mortgage; and in the event it becomes necessary to foreclose this mortgage the costs and expenses of an abstract incident to said foreclosure shall be an additional charge against said mortgaged premises secured