

by this mortgage; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the party of the second part, his heirs, and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage, with interest on said additional sums so paid at the rate of ten per cent, per annum from the date of payment of said sums, and costs, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the said party of the first part, his heirs and assigns, and all persons claiming under him. And the said party of the first part shall and will at his own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof are fully paid off and discharged, keep the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of \$ 2221.19 Dollars, for the benefit of said party of the second part; and in default thereof said party of the second part may effect said insurance in his own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may be enforced and collected in the same manner as the Principal debt hereby secured.

AND the said party of the first part does hereby covenant and agree that at the delivery hereof he is 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, and that he will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns forever, against the lawful claims of all persons whomsoever.

The use of the singular herein shall include the plural and vice versa and the masculine shall include the feminine gender and vice versa where context so requires. Where second party is a corporation the words "him" and "his" shall mean "it" and "its" as context requires.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand the day and year first above written.

9-18-1961

Executed and delivered in presence of

Elyth L. Norman
My commission expires 9/16/63

X *Eugene Earl Higgins* (SEAL)
X *Fleeta Mae Higgins* (SEAL)
X *Fleeta Mae Higgins* (SEAL)
X *Fleeta Mae Higgins* (SEAL)

State of Kansas, County of Douglas, ss.

BE IT REMEMBERED, that on this 18th day of September A. D. 1961, before me, the undersigned, a Notary public in and for said County and State, came Eugene Earl Higgins and Fleeta Mae Higgins, his wife,

who is personally known to me to be the identical person described in, and who executed the foregoing Mortgage, and duly acknowledged the execution of the same to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand and affixed my official seal on the day and year last above written.

My commission expires 9-16-1963

X *Elyth L. Norman* Notary Public.

Recorded September 20, 1961 at 9:05 A.M.

RECEIPT

Harold A. Beck Register of Deeds
By: James Beem, Deputy

\$2,221.19

April 8, 1964

RECEIVED OF Eugene Earl Higgins & Fleeta Mae Higgins, husband & wife the within named mortgagors the sum of Two Thousand Two Hundred Twenty-one and 19/100 Dollars full satisfaction of the within named Mortgage.

(Corp Seal)

This receipt was written on the original mortgage entered this 15 day of April 1964

Home Savings Association of Kansas City

By: Philip M. Mangold (Vice-President)

Harold A. Beck
Reg. of Deeds
By: James Beem
Deputy