

MORTGAGE BOOK 11/8 11211 310-2 Crane & Co., Inc., Stationers, Office Outfitters, Legal Blanks, Topeka, Kansas  
(COPYRIGHT MATTER)  
THIS INDENTURE, Made this 20th day of September, A. D. 19 67,  
between Eugene F. Kletchka and Lea Kletchka, husband and wife

of Douglas County, in the State of Kansas, of the first part,  
and Charles R. Higley and Marlene E. Higley, husband and wife  
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 and  
No/100 and 100 DOLLARS,  
the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said parties  
of the second part, their heirs and assigns, all the following-described real estate, situated in Douglas  
County and State of Kansas, to wit:

West Fifty (50) feet of Lot 191 on Tennessee Street in  
the City of Lawrence, commonly known as 408 West  
Thirteenth Street.

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

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said Eugene F.  
Kletchka and Lea Kletchka, husband and wife

have this day executed and delivered a certain promissory note in writing to said parties of the  
second part, of which the following is a copy: We, Eugene F. Kletchka and Lea Kletchka,  
hereby agree and promise to pay the sum of \$2,000 plus Int. on the unpd. Bal.  
at the rate of 7% per annum to Charles R. Higley and Marlene E. Higley, as  
follows: Mar. 1, 1968, \$500.00 plus \$70.00 Int.; Sept. 1, 1968, \$500.00  
plus \$52.50 Int; Mar. 1, 1969, \$500.00 plus \$35.00 Int. & Sept. 1, 1969  
\$500.00 plus \$17.50 Int. . . The unpaid bal. plus int., may be repaid at  
any time prior to the maturity date, Sept. 1, 1969. Dated at Lawrence,  
Kansas, this 18th day of September, 1967. /s/ Eugene F. Kletchka and  
Lea Kletchka.

NOW, If said parties of the first part shall pay or cause to be paid to said parties 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, 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 parties  
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 s, the day and year first above written.

Eugene F. Kletchka  
Eugene F. Kletchka  
Lea Kletchka  
Lea Kletchka

State of Kansas, Douglas County, ss.  
BE IT REMEMBERED, That on this 20th day of September, A. D. 19 67, before me,  
the undersigned, a Notary Public in and for the County and State aforesaid,  
came Eugene F. Kletchka and Lea Kletchka (husband and wife)



who are personally known to me to be the same persons who executed the within instru-  
ment of writing, and such persons duly acknowledged the execution of the same.

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

Term expires February 18, 1971  
Marvin W. Rogers, Notary Public.

ASSIGNMENT

Recorded November 9, 1967 at 4:01 P.M.

Jamie Beem Register of Deeds

The Release of Satisfaction of Mortgage for Book 279 Page 329