

MORTGAGE RECORD No. 49.

931

MORTGAGE STANDARD FORM, Gazette Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this first day of April in the year of our Lord nineteen
hundred and eleven, between Frank D. Higgins and Ida Higgins
his wife of Douglas in the County of
Douglas and State of Kansas, of the first part, and

Anna M. Armstrong of the second part:
Witnesseth, That the said parties of the first part, in consideration of the sum of
Two Thousand 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 part y 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:

The Southeast Quarter of Section twenty-two (22) Township Twelve
(12) Range nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said part last the first part therein. And the said
Frank D. Higgins and Ida Higgins do hereby covenant and agree that
at the delivery hereof they are the lawful owners 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 the sum of
Two Thousand Dollars
according to the terms of one certain note this day executed
and delivered by the said Frank D. Higgins and Ida Higgins to the said part y of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, 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 part y 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 sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the
overplus, if any there be, shall be paid by the part y making such sale, on demand, to said Frank D. Higgins, Ida Higgins and their
heirs and assigns.

IN WITNESS WHEREOF, The said part last of the first part have hereunto set their hand and seal the day and year first above
written.

Signed, Sealed and Delivered in presence of

F. D. Higgins [SEAL]
Ida Higgins [SEAL]
[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this first day of April A. D. 1911, before me,
Evans A. Neville a Notary Public in and for said County and State, came
Frank D. Higgins and Ida Higgins

to me personally known to be the same
person who executed the foregoing instrument 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 October 14 1911

Evans A. Neville
Notary Public.

Filed for Record the 3rd day of April A. D. 1911, at 10 o'clock A. M.

Clifford L. Lawrence Register of Deeds.
Deputy.

For Release See Book 54-473