

MORTGAGE RECORD.

This Indenture, Made this 18th day of January, A. D. 1913, between Sherman Higgins and Hazel Fern Higgins, his wife of Lawrence, Douglas County, in the State of Kansas, of the first part, and The Hoisford Investment and Mortgage Company, a corporation of Lawrence, Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That said part (us) of the first part, in consideration of the sum of Sixteen Hundred and no DOLLARS, the receipt of which is hereby acknowledged, do hereby by these presents, Grant, Bargain, Sell, and Convey unto said part (y) of the second part, its heirs and assigns, all the following-described real estate, situated in Douglas County and State of Kansas, to wit: Lot number Twenty Four (24) in block number Three (3) Hasbell Place an addition, to the city of Lawrence, Kansas

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 Sherman Higgins, Hazel Fern Higgins, his wife ha. v. this day executed and delivered a certain promissory note... in writing to said part (y) of the second part, of which the following... \$1600... Lawrence, Kansas Jan 18, 1913. For value received we promise to pay to the order of The Hoisford Investment and Mortgage Company at Lawrence, Kansas, the sum of Sixteen Hundred Dollars with interest at the rate of Seven (7) per annum from date until paid. Said principal and interest to be payable as follows: Forty Dollars on the first day of March 1913 and thirty dollars on the first day of each month hereafter until the entire amount including interest, shall have been paid in full, interest to be computed every six months on the amount unpaid at the date 6 mos prior to such computation. This mortgage is subject to a first mortgage made the 18th day of January, 1913 to King (Blair) of Lawrence, Kansas for the sum of Thirteen Hundred Dollars which said mortgage is to run five years and bears interest at the rate of 6%.

NOW, If said part (us) of the first part shall pay or cause to be paid to said part (y) of the second part, 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, and said part (us) of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said part (us) of the first part ha. v. hereunto set their hand s, the day and year first above written. Sherman Higgins Hazel Fern Higgins

State of Kansas, Douglas County, ss. BE IT REMEMBERED, That on this 28 day of Jan, A. D. 1913, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Sherman Higgins and Hazel Fern Higgins, his wife

who to me personally known to me to be the same person who executed the within instrument of writing, and each person duly acknowledged the execution of the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written. Notary Public. Term expires Nov 16th 1918.

Filed for Record on the 31 day of Jan, A. D. 1913, at 10:30 o'clock P. M. Register of Deeds. Deputy.

Vertical text on the left margin: Recorded Sept 30 1913, Register of Deeds, Lawrence, Kan. (Mr. Reed) by G. B. Hoisford Clerk.

Vertical text on the right margin: People's State Bank, Union Form.