

Mortgage Record.

This Indenture, Made this 8th day of December in the year of our Lord one thousand nine hundred 1913, between F.D. Higgins & Ida Higgins, his wife of Lawrence 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 part us of the first part, in consideration of the sum of One Thousand DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have we sold, and by these presents do we grant, bargain, sell and mortgage to the said part us 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 North half (1/2) of the Northwest quarter (1/4) and North half (1/2) of the Northwest quarter (1/4) of Section 27, Township 13, Range 19, E of 6th P.M. Douglas County, Kansas

with the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said Frank D. Higgins & 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, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of One Thousand DOLLARS,

according to the terms of one certain promissory note Frank D. Higgins & Ida Higgins this day executed by the said Frank D. Higgins & Ida Higgins to the said part us of the second part; said note being given for the sum of One Thousand DOLLARS, dated December 8, 1913, due and payable in one year from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and one coupons of 30.00 dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part us of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of Two Thousand DOLLARS,

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part us of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part us of the second part, and all sums paid by the part us of the second part for insurance, shall be due and payable or not, at the option of the part us of the second part; and it shall be lawful for the part us of the second part, her executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, or at the option of the part us of the second part her executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part us making such sale, on demand, to the said Anna M. Armstrong her heirs and assigns.

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

Signed, sealed and delivered in presence of

F.D. Higgins (SEAL.)

Ida Higgins (SEAL.)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 8th day of December A. D. 1913, before me, H.E. Benson, a Notary Public in and for said County and State, came F.D. Higgins and Ida Higgins his wife to me personally known to be the same person s who executed the foregoing instrument of writing, 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.

H.E. Benson Notary Public.

My commission expires January 29th 1915.

This instrument was filed for record on the 15th day of Dec A. D. 1913 at 11:45 o'clock A.M.

loyd L. Lawrence Register of Deeds.

By Geo. H. Hefel Deputy.

This document is enclosed in the original instrument. The same herein described instrument has been paid in full, this 15th day of December, 1913, at Lawrence, Kan. As witness my hand and seal of office, this 15th day of December, 1913.

Received Sept. 11th 1914
loyd L. Lawrence
Register of Deeds
Geo. H. Hefel

(L.S.)

Recorded June 8 1917