

MORTGAGE RECORD—59.

Reg. No. 2271
 Fee Paid \$ 7.20

This Indenture, Made this 1st day of February A. D. 1934 between

James B. Higdon and Laura A. Higdon, his wife

of Shawnee County, in the State of Kansas of the first part, and

Guaranty State Bank, Topeka, Kansas

of Shawnee County, in the State of Kansas of the second part;

Witnesseth, That said part 1st of the first part, in consideration of the sum of

Fifteen Hundred and no DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, its successors heirs and assigns, all the following described REAL ESTATE, situated in the County of Douglas County and State of Kansas to wit:

All that part of the South Half of the Southeast Quarter of Section 16 lying South of Wakarusa Creek. Also all that part of the North Half of the Northeast Quarter of Section 31 and the Northwest Quarter of the Northwest Quarter of Section 22 lying W of Cole Creek; all in Township 13 South, Range 22 East.

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, forever:

Provided Always, And these presents are upon this express condition, that whereas said James B. Higdon and Laura A. Higdon, his wife, on this day executed and delivered one certain promissory note in writing to said party of the second part, to which the following copy dated February 1, 1933 for \$1500.00 payable one year after date with interest at the rate of 7% per annum, payable semi-annually.

Now, If said part 1st of the first part shall pay or cause to be paid to said party of the second part, its successors 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, and 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 party of the second part shall be entitled to the possession of said premises.

In Witness Whereof, The said part 1st of the first part has hereunto set their hand and seal the day and year first above written.

Executed in the presence of

James B. Higdon
 Laura A. Higdon

STATE OF KANSAS,

Shawnee County, } ss.

Be it Remembered, That on this 6th day of February A. D. 1934 before me

the undersigned a Notary Public in and for said County and State, came

James B. Higdon and Laura A. Higdon, his wife

who are personally known to me to be the same person or persons who executed the within instrument of writing, and such person or persons

have duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and seal the day and year last above written.

My Commission Expires July 22 1934

S. V. Firestone

Notary Public.

Recorded Feb. 17, 1934 at 9:00 A.M.

Edw. E. Armstrong, Register of Deeds.

THE FOLLOWING IS EXTRACTED FROM THE ORIGINAL INSTRUMENT:
 Shawnee County, Kansas
 Received of James B. Higdon and Laura A. Higdon, his wife, the sum of Fifteen Hundred and no Dollars, in full satisfaction of the within described mortgage.
 \$ 1500.00
 Jan. 30 1934
 James B. Higdon
 Laura A. Higdon
 Guaranty State Bank
 Topeka, Kansas

Amel Feb. 1 - 1934.
 Edw. E. Armstrong
 Register of Deeds.

A. D. 1934 between

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shall be entitled to the possession of said premises.

In Witness Whereof, The said part 1st of the first part has hereunto set their hand and seal the day and year first above written.

Executed in the presence of

James B. Higdon

Laura A. Higdon

STATE OF KANSAS,

Shawnee County, } ss.

Be it Remembered, That on this 6th day of February A. D. 1934 before me

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