

MORTGAGE RECORD—59.

This Indenture, Made this 31st day of March in the year of our Lord one thousand nine hundred twentieth one, between F. D. Higgins and Ida L. Higgins, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Merchants National Bank, Lawrence, Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Four Thousand and no/100 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 parties of the second part, their 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:

Lots (1) and Sixteen (16) in Block Four (4) in South Lawrence in the City of Lawrence, Douglas County, Kansas.
Lots numbers Six (6), Seven (7), Four (4), Five (5), Six (6), Seven (7) and Eight (8) in Block number Four (4) in South Lawrence, in the City of Lawrence, said county and State.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said F. D. Higgins and Ida L. Higgins, his wife, do hereby covenant and agree that at the delivery hereof they 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 Four Thousand and no/100 DOLLARS, according to the terms of one certain promissory note, this day executed by said

F. D. Higgins and Ida L. Higgins, his wife, to the said parties of the second part; said note being given for the sum of Four thousand and no/100 DOLLARS,

dated March 31, 1921, 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

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 parties 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 mortgage, in the sum of one DOLLARS, in some insurance company satisfactory to said mortgage, in default whereof the said mortgage may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the parties 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 parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the parties of the second part; and it shall be lawful for the parties of the second part, their executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the parties of the second part, their 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 over-plus, if any there be, shall be paid by the parties of the second part making such sale, on demand, to the said Merchants National Bank heirs and assigns.

In Testimony Whereof, The said parties of the first part have hereunto set their hands and seals on the day and year last above written.

Signed, sealed and delivered in presence of

STATE OF KANSAS,

County,

Be It Remembered, That on this 31 day of March A. D. 1921, before me,

F. B. Whipple, a Notary Public in and for said County and State, came F. D. Higgins and Ida L. Higgins, his wife,

to me personally known to be the same person who executed the foregoing instrument of writing, and fully 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 Dec 27 1922. F. B. Whipple Notary Public.

This instrument was filed for record on the 31 day of March A. D. 1921, at 11⁴⁰ o'clock A.M.

Estelle Northrup Register of Deeds.
By Samuel Thayer Deputy.

The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
As witness my hand this 31st day of March A.D. 1921
Merchants National Bank, Lawrence, Kansas

Recorded Nov 25 1922
Estelle Northrup Register of Deeds
City of Topeka, Kas. (Capitol)

(Seal Shows
Douglas County)
(L.S.)

This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

Recorded Oct 13 1922