

MORTGAGE RECORD NO. 60

in the year of our Lord
in the County of

of the second part:
of the sum of
DOLLARS,
grant, bargain,
tract or parcel of Land

(to) in
Lawrence

said
premises, above granted,

the sum of

of the second part

any part thereof, or inter-
amount shall become due
ators and assigns, at any
moneys arising from such
the overplus, if any there

hand and seal

(SEAL)

(SEAL)

(SEAL)

D. 1922, before me,
County and State, came

personally known to be
of the same.

seal on the day and year

Notary Public.

o'clock P.M.

Register of Deeds

Deputy.

The following is enforced on the original instrument.
The note herein described having been paid in full, this mortgage is hereby
released and the lien thereby created discharged.
A witness my hand this 12th day of December A.D. 1923
Carroll E. Wellman
Notary Public
State of Kansas

Recorded Dec. 13, 1923
Carroll E. Wellman
Notary Public
State of Kansas

This Indenture, Made this 1st day of December in the year of our Lord
nineteen hundred twenty-two between Frank D. Higgins and
Ida L. Higgins, his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
The Lawrence National Bank of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of
Twelve Hundred and 75/100 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 part 2nd of the second part, its successors 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 Seventeen (17) and Eighteen (18) in Block Addition to the
City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said
parties of the first part 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
Twelve Hundred and 75/100 Dollars
according to the terms of certain note this day executed
and delivered by the said Frank D. Higgins and Ida L. Higgins, his wife to the said part 2nd 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 2nd of the second part, its successors, heirs, 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 sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the part making such sale, on demand, to said parties of the first part heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

Frank D. Higgins (SEAL)
Ida L. Higgins (SEAL)

STATE OF Kansas
Douglas County ss.

BE IT REMEMBERED, That on this 9 day of December A.D. 1922, before me,
Geo. H. Kuhse a Notary Public in and for said County and State, came
Frank D. Higgins and Ida L. Higgins his wife

(S.S.)

to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged 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 Jan 25 1926 Geo. H. Kuhse Notary Public.

Filed for Record the 9th day of Dec A.D. 1922 at 1:15 o'clock P.M.
Estelle Partridge, Deputy
E. T. B. Hitt Deputy.