

MORTGAGE RECORD 68

RECORDING OR RETURN 34463

FROM Earl Higgins	STATE OF KANSAS, DOUGLAS COUNTY, ss. This instrument was filed for record on the <u>5</u> day of <u>July</u> A.D., 192 <u>7</u> , At <u>3:00</u> P. M.
TO Law. Bldg. & L. Ass'n	By <u>Geo. E. Wellman</u> Register of Deeds. Deputy.
	Reg. No. <u>2731</u> Fee Paid <u>1.75</u>

THIS INDENTURE, Made this fifth day of July A.D. 1927, between
Earl Higgins and Millie Higgins his wife
of Douglas County, in the State of Kansas, of the first part, and The Lawrence Building and Loan Association of Lawrence, Kansas, of the second part.

WITNESSETH: That the said part ies of the first part, in consideration of the sum of Seven Hundred 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 and assigns, all of the following described real estate, situated in the County of Douglas, State of Kansas, to-wit:

Beginning at the northeast corner of Central Subdivision of Addition seven (7) in that part of the city of Lawrence known as North Lawrence, thence east twelve (12) rods, thence south fourteen (14) rods to the Right of Way of the U P R R thence west along said right of way to the east line of said Central Subdivision thence north to place of beginning all in 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 this instrument is executed and delivered to secure the payment of the sum of Seven Hundred DOLLARS, with interest thereon, and such fines and charges as may become due to said party of second part under the terms and conditions of the contract note secured hereby, advanced by the said The Lawrence Building and Loan Association to the part ies of the first part upon seven shares of Class G of the capital stock of said Association, evidenced by Certificate No. 1219, which said shares have been assigned to said Association with all the future payments, earnings and dividends thereon, which said interest and dues on said shares, the first parties agree to pay monthly installments, making a total monthly payment of \$5.89, payable as follows:
Eight and 89/100 Dollars (\$ 5.89)
on or before the last day of July, 1927, and a like sum on or before the last day of each and every month thereafter to and including the month of June, 1937.

Now, if said part ies of the first part shall cause to be paid to the party of the second part the amount due it under said contract note, in accordance with the terms thereof, and comply with all the provisions and agreements in said note contained, then these presents shall be void; otherwise in full force and effect, and may be foreclosed as in said contract note provided.

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

Earl Higgins
Millie Higgins

STATE OF KANSAS, ss.
COUNTY OF DOUGLAS, ss.
Be it remembered, that on this fifth day of July, A.D. 1927, before me, the undersigned, a NOTARY PUBLIC in and for the County and State aforesaid, came Earl Higgins and Millie Higgins his wife who are personally known to me to be the same person. who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.
IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial seal the day and year above written.
My Commission expires Oct. 18 1928. I. O. Stevenson Notary Public.

RELEASE

The debt secured by this mortgage has been paid in full, and the Register of Deeds is authorized to release it from record.

Attest: J. C. Stevenson Secretary. The Lawrence Building and Loan Association.
By George E. Foster President.

(SEAL) (Corp Seal)

Lawrence, Kansas, Jan 4 1939 1927

This Release was written on the original Mortgage

entered this 5 day of Jan 1939

Reg. of Deeds.

George E. Foster
Notary