

MORTGAGE RECORD 68

FROM <u>D.L. Higgins et al</u> TO <u>Douglas Co. B.L. Ass'n</u>	STATE OF KANSAS, DOUGLAS COUNTY, ss. This instrument was filed for record on the <u>23</u> day of <u>Sept.</u> A.D. 192 <u>7</u> , At <u>3:15</u> P.M. <u>Lea E. Wellman</u> By _____ Register of Deeds. Deputy.	Pre. No. <u>2923</u> Fee Paid <u>1.75</u>
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THIS INDENTURE, Made this 23rd day of September A.D. 192 7, between
D.L. Higgins and his wife Effie May Higgins
of Douglas County, in the State of Kansas, of the first part, and The Douglas County Building and Loan Association of Lawrence, Kansas, of the second part.

WITNESSETH: That the said parties of the first part, in consideration of the sum of Seven Hundred and no/100 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:

Lots nos. One hundred twenty five (125) and one Hundred Twenty six (126)
in Fairfax an addition to the city of Lawrence.

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 and no/100 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 Douglas County Building and Loan Association to the part ies of the first part upon 7 shares of Class G of the capital stock of said Association, evidenced by Certificate No. 3444 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 part ies agree to pay monthly installments, making a total monthly payment of \$8.89, payable as follows: Eight and 89/100 Dollars (\$ 8.89) on or before the 23rd day of September, 1927, and a like sum on or before the 23rd day of each and every month thereafter to and including the month of August 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 hands the day and year first above written.
D.L. Higgins
Effie May Higgins

STATE OF KANSAS,) ss.
COUNTY OF DOUGLAS,)
Be it remembered, that on this 23rd day of September, A.D. 192 7, before me, the undersigned, a NOTARY PUBLIC in and for the County and State aforesaid, came D.L. Higgins and his wife Effie May Higgins who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.
LS
IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial seal the day and year above written.
My Commission expires January 13th 1929 John C. Emick Notary Public.

RELEASE
The debt secured by this mortgage has been paid in full, and the Register of Deeds is authorized to release it of record.
The Douglas County Building and Loan Association.
By Lea E. Wellman Secretary
Lawrence, Kansas, Sept 12 1927
President: _____
Notary Public: _____
(SEAL) (Corp. Seal)

This Release was written on the original Mortgage entered this 12th day of September 1927
Richard R. Beck