

The World Co. Lawrence, Kansas

FROM

Marvin F. Higley & wife (Rachel M.)  
TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 16 day of  
June A. D. 19 39 At 9.15 A. M.

*Harold A. Beck*  
Register of Deeds.  
Deputy.

The Douglas County Building and Loan Association

by

Deputy.

THIS INDENTURE, Made this 15th day of June In the year of our Lord nineteen hundred  
thirty nine between Marvin F. Higley and wife, Rachel M. Higley

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and The Douglas County Building and Loan Association

of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of  
Five Hundred 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 part y of the second part its 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:

The West 62 feet of Lots Nos. Sixty Nine (69) and Seventy One (71) in Block  
No. Thirteen (13) in that part of the City of Lawrence, known as West 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 owner of the premises above granted,  
and seized of a good and infeasible 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 Five Hundred and no/100  
Dollars, according to the terms of  
one certain note this day executed and delivered by the said  
parties of the first part  
to the said part y 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 payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this con-  
veyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part y of the second part  
its executors, 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 y making such sale, on demand, to said  
parties of the first part, their heirs and assigns

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

Signed, sealed and delivered in presence of

Marvin F. Higley (SEAL)

Rachel M. Higley (SEAL)

STATE OF KANSAS,

County of Douglas, ss. BE IT REMEMBERED, That on this 15th day of June  
A. D. 19 39 before me the undersigned a Notary Public in and for said County and State,

came Marvin F. Higley and his wife, Rachel M. Higley  
to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the  
execution of the same.

(SEAL) 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 January 13th, 19 40 John C. Baick Notary Public.

RELEASE

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

Attest: As Witness my hand, this 8th day of December A. D. 19 43

*The Douglas County Building and Loan Association*  
*By Paul Emick Secretary*

(By Seal)

This Release  
was written  
on the original  
Mortgage  
on the 9th day  
of December  
1943  
*Harold A. Beck*  
Reg. of Deeds.