

The World Co. Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 11 day of August A. D. 1939, At 1:45 P. M.

Marvin Higley and Rachel Higley his wife
TO

Melvin A. Fletcher

By _____ Deputy.

Harold A. Beck
Register of Deeds.

THIS INDENTURE, Made this 15th day of June In the year of our Lord nineteen hundred thirty nine between

Marvin Higley and Rachel Higley his wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and

Melvin A. Fletcher

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of

One Hundred Fifty (\$150.00)

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 party of the second part his 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 Sixty two (62) feet of Lots Sixty nine (69) and
Seventy one (71) in Block 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 parties of the first part therein. And the said

Marvin Higley and Rachel Higley

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 indefeasible estate of inheritance therein, free and clear of all incumbrances

except one First mortgage of Five Hundred (\$500.00) Dollars given to the Douglas County Building and Loan Association

This grant is intended as a mortgage to secure the payment of the sum of

One Hundred Fifty (\$150)

Dollars, according to the terms of

one certain note this day executed and delivered by the said

Marvin Higley and Rachel Higley

to the said party of the second part Melvin A. Fletcher

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 conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part his 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 party making such sale, on demand, to said

Marvin Higley and Rachel Higley

heirs and assigns

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

Signed, sealed and delivered in presence of

Marvin Higley

(SEAL)

Rachel Higley

(SEAL)

STATE OF KANSAS,

ss.

County of Douglas

BE IT REMEMBERED, That on this 15 day of June

A. D. 1939 before me Frank Fox

a Notary Public in and for said County and State,

came Marvin Higley and Rachel Higley his wife

to me personally known to be the same persons 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 July 7

1940

Frank Fox

Notary Public.

RELEASE

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 30th day of June

A. D. 1941

Attest:

Melvin A. Fletcher

(This Release was written on the original mortgage entered on the 21st day of June 1939)
Harold A. Beck
Reg. of Deeds