Receiving No. 9631   **MORTGAGE RECORD 84**   Reg. No. 2215

Fee Paid, $1.25

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss.

Earl Higgins

TO

The Lawrence Building and Loan Association

This instrument was filed for record on the ___19___ day of

___March___ A. D. 19 40 , at 1:45 o'clock P. M.

Harold A. Beck

Register of Deeds.

By _____ Deputy.

THIS INDENTURE, Made this __18th__ day of __March__ , in the year of our Lord, one thousand nine hundred and __forty__ between __Earl Higgins, a single man__

of __Lawrence__ in the County of __Douglas__ and State of __Kansas__ part y of the first part, and __The Lawrence Building and Loan Association__ party of the second part.

WITNESSETH, That the said part y of the first part, in consideration of the sum of __Five Hundred and no/100 — — — — — — — — — — — —__ DOLLARS, to __him__ duly paid, the receipt of which is hereby acknowledged, ha s sold, and by this indenture do es Grant, Bargain, Sell and Mortgage to the said part y of the second part, the following described real estate situated and being in the County of Douglas and 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 Union Pacific Railroad; thence West along said right of way to the East line of said Central Subdivision; thence North to place of beginning all in the City of Lawrence.

with the appurtenances and all the estate, title and interest of the said party cf the first part therein. And the said part y of the first part do es hereby covenant and agree that at the delivery hereof __he is__ the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part y of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that __he will__ keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part y of the second part, the loss, if any, made payable to the part y of the second part to the extent of __its__ interest. And in the event that said part y of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the party of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage for the payment of the sum of __Five Hundred and no/100 — — — — — — — — — — —__ DOLLARS, according to the terms of __one__ certain written obligation for the payment of said sum of money, executed on the __18th__ day of __March__ , 19 40 and by __its__ terms made payable to the party y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said party y of the first part shall fail to pay the same as provided in this indenture

And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part y of the second part _____

to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the part y making such sale, on demand, to the first part y .

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The party of the first part ha s hereunto set __his__ hand and seal the day and year last above written.

Earl Higgins   (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF __Kansas__
County of __Douglas__ } ss.

BE IT REMEMBERED, That on this __19th__ day of __March__ A. D. 19 __40__ , before me, a __Notary Public__ in the aforesaid County and State, came __Earl Higgins, a single man__

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the 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 on the __21st__ day of __April__ 19 42 .

(SEAL)

L. E. Eby   Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this __10th__ day of __March__ , 1941.

by L. E. Eby
Sec.
(Corp. Seal)

Lawrence Building + Loan Assn
by George O. Foster President   Mortgagee.   Owner.

as written Mortgage entered this 11th day of March 19 41 _Harold A. Beck_ Reg. of Deeds