

38606 BOOK 96

MORTGAGE - Standard Form

(No. 52A)

F. J. Porter, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this 3d day of August
A. D. 1949, between Elmer E. Higginbottom and Laura Higginbottom
his wifeof Lawrence in the County of Douglas and State of Kansas
of the first part, and Frank Fox
of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
One Thousand (\$1000.00) 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:

Lot No. One Hundred Fifty-seven (157) and the South half (1/2) of
Lot No. One Hundred Fifty-five (155), all in Block No. Fifty-six
(56), 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 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 indefeasible estate of inheritance therein, free and clear of all
incumbrances

This grant is intended as a mortgage to secure the payment of One Thousand (\$1000.00) ---
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 party 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 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 costs and charges of making such sale, and the surplus, if any there be, shall be paid
by the part making such sale, on demand, to said parties of the first part
heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their
hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Elmer E. Higginbottom (SEAL)
Laura Higginbottom (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,
County of Douglas

Be It Remembered, That on this 3d day of August A. D. 1949
before me, the undersigned, a Notary Public
in and for said County and State, came Elmer E. Higginbottom and
Laura Higginbottom, his wife
to me personally known to be the same person who executed the foregoing instrument of
writing, 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 May 23, 1951

Georgiana R. Krave
Notary Public

Recorded August 4, 1949 at 3:20 P. M.

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 16th day of April A. D. 1951

Frank Fox