

39415 BOOK 96

MORTGAGE—Standard Form

(No. 52 A)

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

This Indenture,Made this 21st day of OctoberA. D. 1949, between
Richard Higgins and Theda Loretta Higgins his wifeof Lawrence in the County of Douglas and State of Kansas
of the first part, and The Jayhawk Federal Credit Union

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
One Thousand and 54/100 DOLLARS
to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do as grant,
bargain, sell and Mortgage to the said party 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:

All that part of Block No. Eighteen (18) in North Lawrence, that lies South of
Ash Street if extended west from Simpsons Subdivision, being now in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.

And the said Richard Higgins and Theda Loretta Higgins
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 No exception

This grant is intended as a mortgage to secure the payment of One thousand & 54/100
Dollars, according to the terms of one certain promissory note this day executed and delivered by the
said parties of the first part to the
said party of the second part The Jayhawk Federal Credit Union

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 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 costs 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 parties of the first part

heirs and assigns

In Witness Whereof, The said parties 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

Richard Higgins (SEAL)
Theda Loretta Higgins (SEAL)

STATE OF KANSAS,

Douglas County, ss.

Be It Remembered, That on this 21st day of October, A. D. 1949
before me, Signe M. Stulbeck, a Notary Public
in and for said County and State, came Richard Higgins and
Theda Loretta Higgins 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.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on
the day and year last above written.

Oct 30 1950

Signe M. Stulbeck Notary PublicHarold A. Beck Register of Deeds

Recorded November 14, 1949 at 9:10 A. 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 6th day of March 1950

Jayhawk Federal Credit Union
Ralph Bailey - Treas.

This release
was written
on the original
mortgage
and
this 20th day
of March
1950

Harold A. Beck
Reg. of Deeds
By Theda Loretta Higgins

This release
was written
on the original
mortgage
and
this 20th day
of March
1950
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Harold A. Beck (Cof
Reg. of Deeds
Theda Loretta Higgins