

40723 BOOK 98

MORTGAGE—Standard Form

(No. 52 A)

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

This Indenture,

Made this May day of May A. D., 1950, between Richard Higgins and Theda Loretta Higgins, his wife

of 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

Eighteen Hundred Seven and 15/100 DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do sell, grant, bargain, sell and Mortgage to the said part 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 Exceptions

This grant is intended as a mortgage to secure the payment of Eighteen Hundred Seven and 15/100 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 part 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 part 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 hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Richard Higgins (SEAL)
Theda Loretta Higgins (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Kansas County, 1st



Be It Remembered, That on this 26th day of May A. D. 1950 before me, Eugene N. 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 this day and year last above written.

My Commission expires

Oct 30 1950

Eugene N. Stulbeck Notary Public

Recorded May 29, 1950 at 2:25 P. M.

Charles A. Beck Register of Deeds

Release
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. In witness my hand this 2nd day of April 1951
Jayhawk Federal Credit Union
(By Seal) Ralph Bailey, Treas.

THIS INSTRUMENT WAS WRITTEN AT THE OFFICE OF THE CLERK OF DISTRICT COURT, DISTRICT NO. 10, CITY OF LAWRENCE, KANSAS, ON THE 30th DAY OF APRIL 1951.