

MORTGAGE RECORD 63

SAUL DODD WORTH STATIONERY CO KANSAS CITY MO 64101

This Indenture, Made this 18th day of June A. D. 1923, between J. P. Hornmuth and his wife Marian Hornmuth

of Douglas County, in the State of Kansas, of the first part, and THE Douglas County BUILDING AND LOAN ASSOCIATION, of LAWRENCE, KANSAS, of the second part:

WITNESSETH: That the parties of the first part, in consideration of the sum of Eleven Hundred and no/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas, and State of Kansas, to-wit: The South One Half of Lot No. One Hundred Seventy One (171) and the North Seventeen (17) feet of Lot No. One Hundred Seventy Three (173) on Connecticut Street in City of Lawrence.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

PROVIDED ALWAYS, And this instrument is executed and delivered to secure payment of the sum of Eleven Hundred and no/100 DOLLARS, with interest and premium thereon, and such fines and charges as may become due to said party of the second part under the terms and conditions of the contract note secured hereby, advanced by the said THE Douglas County BUILDING AND LOAN ASSOCIATION to the parties of the first part upon 11 shares of Class G of the capital stock of said Association, evidenced by Certificate No. 3161 which said shares have been assigned to said Association with all future payments, earnings and dividends thereon, which said interest, premium and dues on said shares, the first parties agree to pay in monthly installments, making a total monthly payment of \$ 13.97, payable as follows Twelve and 0/100 Dollars, (\$ 13.97) on or before the last day of June 1923, and a like sum on or before the 18th day of each and every month thereafter to and including the month of May 1923.

Now, if said parties of the first part shall cease to be paid to the party of the second part the amount due it under said contract note, in accordance with the terms thereof, and comply with all the provisions and agreements in said note contained, then these presents shall be void; otherwise in full force and effect, and may be foreclosed as in said contract note provided.

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

J. P. Hornmuth
Marian Hornmuth

State of Kansas, County of Douglas, ss:

BE IT REMEMBERED, That on this 18th day of June, A. D. 1923, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came J. P. Hornmuth and his wife Marian Hornmuth who are personally known to me to be the same person who executed the within instrument of writing, and such person do duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial seal the day and year above written.

John C. Enick, Notary Public.

My Commission expires January 13 1924.

Filed for Record on the 19th day of June, A. D. 1923, at 9:55 o'clock P.M.

Edw. E. Williams, Register of Deeds.
Deputy.

*The foregoing is contained in the original instrument
The debt secured by this mortgage has been paid in full and the
Mortgage of Deeds is withdrawn
Filed for Record on the 19th day of June 1923
By Edw. E. Williams, Register of Deeds
Lawrence, Kansas - Dec. 3-1921*

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