

MORTGAGE RECORD 63

KANSAS, DOUGLASS COUNTY, STATIONERY CO. KANSAS CITY, MO. 64101

This Indenture, Made this 23rd day of June, A. D. 1923, between Minnie Bofinger and her husband, Otto Bofinger

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 Twenty Eight 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:

Lot Eighty Four (84) on New Hampshire Street in the 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 Twenty eight 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 Douglas County BUILDING AND LOAN ASSOCIATION to the parties of the first part upon 28 shares of Class C of the capital stock of said Association, evidenced by Certificate No. 3163 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 part do agree to pay in monthly installments, making a total monthly payment of \$35.56, payable as follows: Thirty Five and 56/100 Dollars, (\$35.56) on or before the last day of June, 1923, and a like sum on or before the 23rd day of each and every month thereafter to and including the month of May, 1933.

Now, if said parties of the first part shall cause 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 and seal the day and year first above written.

Minnie Bofinger
Otto Bofinger

State of Kansas, County of Douglas, ss:

BE IT REMEMBERED, That on this 23rd day of June, A. D. 1923, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Minnie Bofinger and her husband Otto Bofinger 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. Emick, Notary Public.

My Commission expires January 13, 1924.

Filed for Record on the 23 day of June, A. D. 1923, at 2¹⁰ o'clock P. M.

Geo. E. Wellman, Register of Deeds.
_____, Deputy.

County of Douglas, Kansas, do hereby certify that a duplicate of this mortgage was recorded in the office of the County Clerk on the 23rd day of June, 1923, and that the same is duly recorded in the office of the County Clerk.

ATTEST:

Paul C. Emick, County Clerk of Douglas County, Kansas.

The following is endorsed on the original instrument:
The debt secured by this mortgage has been paid in full and the Register of Deeds is authorized to cancel the same.
Mrs. Minnie Bofinger
Otto Bofinger

(Copy)
Filed
Record

Recorded September 18, 1923
Geo. E. Wellman