

MORTGAGE RECORD 68

RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS, DOUGLAS COUNTY, KANSAS, THIS 10th DAY OF DECEMBER, 1925, AT 10:40 A.M.

day of
P. M.

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

Earl A. Farris et ux

This instrument was filed for record on the 7 day of Dec. A.D. 1925, At 10:40 A.M.
Dea G. Wellman

Reg. No. 1255
Fee Paid 4:75

TO

D. Coen Byrn

By. Register of Deeds.
Deputy.

THIS INDENTURE, Made this 3rd day of December A.D. 1925, between Earl A. Farris and Grace S. Farris, his wife,

of Douglas County, in the State of Kansas, of the first part, and D. Coen Byrn of Lawrence, Kansas, of the second part.

WITNESSETH: That the said part 1st of the first part, in consideration of the sum of ---Nineteen 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, his heirs and assigns, all of the following described real estate, situated in the County of Douglas, State of Kansas, to-wit:

Lot Number Nine (9) in Block Five (5) in Haskell Place, an Addition to the city of Lawrence,

To Have and to hold the Same, Together with all and singular, the tenements hereditaments and appurtenances thereto belonging, or in anywise appertaining forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except a mortgage of \$2500.00 held by D. Coen Byrn.

Provided always, That this instrument is executed and delivered to secure the payment of the sum of Nineteen Hundred and no/100 Dollars with interest thereon, and such charges as may become due to said party of the second part under the terms and conditions of the contract note secured hereby, which said interest and principal sum the parties of the first part agree to pay in monthly installments, making a total monthly payment of \$60.42 payable as follows; Sixty and 42/100 Dollars (\$60.42) on or before the 10 day of January 1926, and a like sum on or before the 10 day of each and every month thereafter to and including the month of December 1928. and that they will warrant and defend the same against all parties making lawful claim thereto.,

TO HAVE AND TO HOLD THE SAME, TOGETHER WITH ALL AND SINGULAR, THE TENEMENTS HEREDITAMENTS AND APPURTENANCES THERETO BELONGING, OR IN ANYWISE APPERTAINING FOREVER.

WITNESSETH: That the said part 1st of the first part, in consideration of the sum of ---Nineteen 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, his heirs and assigns, all of the following described real estate, situated in the County of Douglas, State of Kansas, to-wit:

Lot Number Nine (9) in Block Five (5) in Haskell Place, an Addition to the city of Lawrence,

To Have and to hold the Same, Together with all and singular, the tenements hereditaments and appurtenances thereto belonging, or in anywise appertaining forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except a mortgage of \$2500.00 held by D. Coen Byrn.

Provided always, That this instrument is executed and delivered to secure the payment of the sum of Nineteen Hundred and no/100 Dollars with interest thereon, and such charges as may become due to said party of the second part under the terms and conditions of the contract note secured hereby, which said interest and principal sum the parties of the first part agree to pay in monthly installments, making a total monthly payment of \$60.42 payable as follows; Sixty and 42/100 Dollars (\$60.42) on or before the 10 day of January 1926, and a like sum on or before the 10 day of each and every month thereafter to and including the month of December 1928. and that they will warrant and defend the same against all parties making lawful claim thereto.,

Now, if said part 1st 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 part 1st of the first part have hereunto set their hand and seal the day and year first above written.

Grace S. Farris

Earl A. Farris

STATE OF KANSAS,
COUNTY OF DOUGLAS, ss.

Be it remembered, that on this 5th day of December A.D. 1925, before me, a NOTARY PUBLIC in and for the County and State aforesaid, came Earl A. Farris and Grace S. Farris, his wife, who to me personally known to be the same person as

L.S. who executed the within instrument of writing, and such persons 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 November 26, 1928 Glenn A. Moody Notary Public.

RELEASE: This mortgage has been paid in full, and the Register of Deeds is authorized to release it of record.

Attest: D. Coen Byrn Secretary

(SEAL)

Lawrence, Kansas

100

This Release was written on the original Mortgage entered 22nd day of Dec. 1925 by D. Coen Byrn Reg. of Deeds.

President

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