

MORTGAGE RECORD 68

RECORDING SLIP FORM 34483

FROM Nelson Cooper et ux TO D. Coen Byrn	STATE OF KANSAS, DOUGLAS COUNTY, ss. This instrument was filed for record on the 15th day of Dec. A.D. 1925, at 1:45 P. M. <i>J. E. Wellman</i> By: Register of Deeds, Deputy.	Reg. No. 1308 Fee Paid .75
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THIS INDENTURE, Made this 11th day of December A.D. 1925, between Nelson Cooper and Nettie Cooper, his wife,

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

WITNESSETH: That the said part 1st of the first part, in consideration of the sum of Three Hundred and no/100 ----- DOLLARS, the receipt of which is hereby acknowledged, do hereby present 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 Number Sixteen (16) in that part of the City of Lawrence, formerly known as North Lawrence,-----

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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.

Provided, Always, That this instrument is executed and delivered to secure the payment of the sum of ---Three Hundred and no/100 Dollars, with interest thereon, and such charges as may become due to said party, 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 monthly installments, making a total monthly payment of \$4.41 payable as follows: Six and 21/100 Dollars, (\$6.21) on or before each and every month thereafter to and including the month of December, 1930 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 the day and year first above written.
Witness to mark
R. C. Nance
Wayne Gill
Nelson Cooper
Nettie Cooper

STATE OF KANSAS,)
COUNTY OF DOUGLAS,) ss.
Be it remembered, that on this _____ day of December A.D. 1925, before me, the undersigned, a NOTARY PUBLIC in and for the County and State aforesaid, came Nelson Cooper and Nettie Cooper, his wife, to me personally known to be the same person, who executed the foregoing instrument of writing, and I have duly acknowledged the execution of the same.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal.
My Commission expires July 30th 1928 Wayne Gill Notary Public.

RELEASE
The debt secured by this mortgage has been paid in full, and the Register of Deeds is authorized to release it of record.

The _____ Building and Loan Association.
Attest: _____ Secretary. By: _____ President.
(SEAL) Lawrence, Kansas, 192 _____

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Release
The notary herein described having been without this mortgage is hereby released, and the said party of the first part discharged.
C. E. McCon
17th day of April 1941

This Release was written on the original Mortgage entered this _____ day of _____ 192 _____
H. A. Beck
Reg. of Deeds.