

## MORTGAGE RECORD 68

IMPRINTED ON PAPER 24483

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 27th day of Feb. A.D. 1926, At 4:10 P. M.

E. H. Jost et ux  
TOBy Edw. C. Millman  
Register of Deeds.  
Deputy.

D. Coen Byrn.

THIS INDENTURE, Made this 26th day of February A.D. 1926, between  
---E. H. Jost and Fay Jost, his wife,

1605

\$376

of Douglas County, in the State of Kansas, of the first part, and ~~XXXXXX~~ D. Coen Byrn ~~XXXXXX~~ of Lawrence, Kansas, of the second part.WITNESSETH: That the said part ~~ies~~ of the first part, in consideration of the sum of

---Fifteen Hundred and no/100 ---

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey, unto said party of the second part, ~~XXXXXX~~ his heirs and assigns, all of the following described real estate, situated in the County of Douglas, State of Kansas, to-wit:

The North Forty -seven and one-half (47½) Feet  
of Lot Number Forty -nine (49) on Louisiana Street  
in 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 first mortgage of \$2000.00 held by D. Coen Byrn.

Provided Always, That this instrument is executed and delivered to secure the payment of the sum of Fifteen 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 \$31.05 payable as follows: Thirty-one and 05/100 Dollars (\$31.05) on or before the 10th day of March 1926, and a like sum on or before the 10 day of each and every month thereafter to and including the month of February 1931, and that they will warrant and defend the same against all parties making a valid 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.

PROVIDED ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of

DOLLARS,

with interest thereon, and such fines and charges as may become due to said party of second part under the terms and conditions of the contract note secured hereby, advanced by the said The Building and Loan Association to the part of the first part upon

shares of Class G of the capital stock of said Association, evidenced by Certificate No. , which said shares have been assigned to said Association with all the future payments, earnings and dividends thereon, which said interest and dues on said shares, the first part agree to pay monthly installments, making a total monthly payment of \$ , payable as follows:

Dollars (\$ ) on or before the day of , 192 , and a like sum on or before the day of each and every month thereafter to and including the month of 19 .

Now, if said part ~~ies~~ of the first part shall cause to be paid to the party of the second part the amount due 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.

E. H. Jost

Fay Jost.

STATE OF KANSAS)

County of Douglas, ss.

John H. Tucker

Be it remembered, that on this 26th day of February A.D. 1926, before me,

a NOTARY PUBLIC in and for the County and State aforesaid, came E. H. Jost and Fay Jost

his wife, ~~XXXXXX~~ to me personally known to me to be the same person

who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal on

the day and year last above written.

L.S.\*

My Commission expires Sept. 9, 1929

John H. Tucker

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.

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*Indorsement*  
Subscribed 6/7 p 374.

RECORDED January 2<sup>nd</sup> 1931  
By *Edw. C. Millman*  
Register of Deeds

The following is endorsed on the original instrument.  
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged.  
As witness my hand this 2<sup>nd</sup> day of January A.D. 1931  
Edw. C. Millman  
Attest