

MORTGAGE RECORD 68

FROM
Daniel L. Hixson et al
TO
D. Coen Byrn

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 12, day of March A.D. 1926, at 10:00 A.M.
Lee E. McElman
Register of Deeds
Deputy.

Reg. No. 1560
Fee Paid .25

THIS INDENTURE, Made this 11th day of March A.D. 1926, between Daniel L. Hixson and Dora L. Hixson, his wife,

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

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

The North One-half (1/2) of Lot Number Seventeen (17) in Simpson's Sub-division in that part of the City of Lawrence, formerly known as North Lawrence,-----

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 discharged.
As witness my hand this 23rd day of March A.D. 1928
D. Coen Byrn
Register of Deeds

Recorded March 24 1928
Lee E. McElman
Register of Deeds

To Have and To Hold the Same, Together with all and singular, the tenements, hereditaments and appurtenances 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 \$200.00 held by D. Coen Byrn.

Provided Always, That this instrument is executed and delivered to secure the payment of the sum of ---One 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 \$2.07 payable as follows: Two and 07/100 Dollars, (\$2.07) on or before the 10 day of April, 1926, and a like sum on or before the 10th day of each and every month thereafter to and including the month of March 1931, and that they will warrant and defend the same against all parties making lawful claim thereto.

TO HAVE AND TO HOLD THE SAME To and for the use and behoof of 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 the parties of the first part agree to pay monthly installments, making a total monthly payment of \$2.07, payable as follows: Dollars (\$2.07) on or before the day of 1926, and a like sum on or before the day of each and every month thereafter to and including the month of 1931.

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 the day and year first above written.

Daniel L. Hixson

Dora L. Hixson

STATE OF KANSAS,

County of Douglas, ss.

Be it remembered, that on this 11th day of March A.D. 1926, before me, Wayne Gill, a Notary Public in and for said County and State, personally known to me, Daniel Hixson and Dora L. Hixson, his wife, who executed the foregoing instrument of writing, and who 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 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.

Attest: The Building and Loan Association.
Secretary. By. President.

(SEAL)

Lawrence, Kansas

192