

## 181

EAML DODSWORTH STATIONERY CO KANSAS CITY MO 64108

STATE OF KANSAS, DOUGLAS COUNTY, ss.

**TO**

This instrument was filed for record on the 15th day of Dec. A.D., 1925, at 1:40 P. M.

Dec. 1, A. D., 1925, at 1:40 : P. M.  
Lsa E. Wellman.

By

Register of Deeds.  
Deputy.

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

WITNESSETH, that the said part les of the first part, in consideration of the sum of Five Hundred Fifty and no/100 DOLLARS, to then duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part y of the second part, to following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot number nine (9) on Walnut street in block number sixteen (16) in that part of the City of Lawrence formerly known as North Lawrence.

with the appuretenances and all the estate, title and interest of the said part **ies** of the first part therein.

And the said part 168 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner 5 of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part 108 of the first shall call at times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that **they will** keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance as may be called to be specified and directed by the Y of the second part, the less, if any, made payable to the Y of the second part to the extent of **this** indenture. And in the event that said part Y of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part 109 of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10 from the date of payment until fully repaid. If said 109 is intended as a mortgage to secure the payment of the sum of

Five hundred fifty and no/100

1276 Madison 1212 and 11/10/2011 DOLLARS,  
according to the terms of certain written obligation for the payment of said sum of money, executed on the 11th day of December 19 28  
and by its terms made payable to the part Y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or  
sums of money advanced by the said part Y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 128  
of the first part shall fail to pay the same as provided in this indenture

[illegible]

IN WITNESS WHEREOF, the part ies of the first part ha ve hereunto set our hand s and seal s the day and year last above written.

Witness to mark

his  
Nelson & Coomer

R, C. Nance  
Wayne Gill

Nettie Cooper

STATE OF Kansas  
COUNTY OF Douglas } ss

BE IT REMEMBERED, That on this \_\_\_\_\_ day of **December** A. D. 19 **25**, before me, a \_\_\_\_\_  
in the aforesaid County and State, came \_\_\_\_\_

16 ..... Nelson Cooper and Nettie Cooper his wife

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 on the 30th day of July 19 28 Wayne Gill Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

Mortgagee. Owner.

L. JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a judgment of foreclosure of the mortgage herein recorded was made by said District Court, on the 14 day of Oct, 1903, and that the same is duly recorded in Journal 39.

## ATTENTION:

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