

Reg. No. 3791
Fee Paid 5.00

SAML DUESWORTH STATIONERY CO KANSAS CITY MO 64107

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 23 day of
Oct. A. D. 1928 . At 4:45 P. M.

Ruth E. Tatam et al.

TO

Harry Weyermuller.

By.

G. E. Wellman
Register of Deeds.
Deputy.

THIS INDENTURE, Made this twenty third day of October 1928, between

Ruth E. Tatam and Charles E. Tatam her husband

of Lawrence, Douglas County, in the State of Kansas of the first part, and

Harry Weyermuller

of Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of

Two Thousand and forty

DOLLARS, the receipt of which is hereby acknowledged, do

by these presents, grant, bargain, sell and convey unto said part. Y of the second part, his heirs and assigns, all the following described Real Estate, situated in the County of Douglas, and State of Kansas, to-wit:

All of Lot twenty six (26) and the north six inches of lot twenty eight

(28) on Massachusetts street in the city of Lawrence, Douglas County, Kansas.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Ruth E. Tatam and Charles E.

Tatam her husband

ha ve this day executed and delivered one

certain promissory note

to said part Y of the second part, for the sum of Two thousand and forty dollars DOLLARS, bearing even date herewith, payable at the Lawrence National Bank Kansas, in equal installments of

Eighty five

DOLLARS each, the first installment payable on the first

day of December 19 28, the second installment on the first day of January 19 29 and one installment on the first days of each and every month thereafter, until

the entire sum is fully paid. And if default be made in the payment of any one of said installments when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the part Y of the second part or the legal holder of said note, and shall draw interest at the rate of 10 per cent. per annum from the date of said note until fully paid. Appraisement waived at option of mortgagee.

Now if said Ruth E. Tatam and Charles E. Tatam her husband

shall pay or cause to be paid to said part Y of the second part, his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said part Y of the second part shall be entitled to the possession of said premises.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said part Y of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said premises, and ha ve good right to sell and convey the same, that said premises are free and clear of all incumbrances, except one certain mortgage now of record for \$12,500 due November 1st, 1938

and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part ha ve hereunto set their hand the day and year first above written.

ATTEST:

Ruth E. Tatam

Charles E. Tatam

STATE OF KANSAS,

County of Douglas County ss. BE IT REMEMBERED, That on this 23rd day of October A. D. 19 28, before me John H. Tucker

a Notary Public in and for said County and State, came

Ruth E. Tatam and Charles E. Tatam her husband

IS to me personally known to be the same person s who executed the foregoing instrument of writing, and 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 Sept 9, 19 29 John H. Tucker Notary Public.

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 2 day of December 1930

ATTEST:

Harry Weyermuller

This Release
was written
on the original
Mortgage &
entered
this 2 day
of Dec.
1930.
G. E. Wellman
Reg. of Deeds