

MORTGAGE RECORD 69 71

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 25 day of Oct. A. D. 1927. At 8:55 A. M.

Jesse L. Harris et al
TO

D. Coen Byrn

By

THIS INDENTURE, Made this 24th day of October A. D. 1927, between
Jesse L. Harris and Hazel I. Harris his wife

of Douglas County, in the State of Kansas, of the first part, and ~~was~~ **D. Coen Byrn** ~~Trading and Loan Association of Lawrence,~~
Kansas, of the second part.

WITNESSETH: That the said part **les** of the first part, in consideration of the sum of **Nine Hundred and no/100**

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

Beginning at a point 1279 feet south and 150 feet east of the northwest corner of the northeast quarter of Section 6, Township 13, Range 20 east of the 6th P.M. Thence south 128 feet more or less; thence east 50 feet, thence north 128 feet more or less; Thence west 50 feet to the point of beginning.

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 \$1500.00 held by D. Coen Bryn. Provided Always, That this instrument is executed and delivered to secure the payment of the sum of Nine 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 payment of \$15.53 payable as follows: Eighteen and 63/100 Dollars (\$18.63) on or before the 24 day of November 1927 and a like sum on or before the 24 day of October 1932 and that they will warrant and defend the same against all parties making lawful claim thereto.

in any case appertaining, forever.

PROVIDED ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of Nine Hundred and no/100. DOLLARS with interest thereon, and such fees 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 Building and Loan Association to the first party upon share 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 due on, said shares, the first party agree to pay monthly installments, making a total monthly payment of \$ _____ payable as follows:

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 parties of the first part shall cause to be paid to the party of the second part the amount due ^{from} 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 ^{to remain} 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 hands the day and year first above written.

Jesse L. Harris

Hazel I. Harris

STATE OF KANSAS

COUNTY OF DOUGLAS, ss. Be it remembered, that on this 24th day of October, A. D. 1927, before me,

the undersigned, a NOTARY PUBLIC in and for the County and State aforesaid, came Jesse L. Harris and Hazel I. Harris his wife foregoing who to me personally known to be the same person 8 who executed the within instrument of writing, and made free and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and ~~affixed~~ affixed my official seal the day and year above written.

My Commission expires Jan 25 1930 . Geo W. Kuhne 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: _____ By: _____
Secretary, _____ President, _____

(SEAL)

Lawrence, Kansas. 192

The following is endorsed on the original instrument.

The note herein described and hereunto annexed in full, this mortgage is hereby released and the lien thereby created is hereby released.

For assignment see Book 70 Page 273

my hand this 22nd day of July A.D. 1932
at Helena, Montana
C.E. Merwin
 Recorded July 21, 1932
 Official Language
 Registered
 8

Register, Reed
Luccidol, Westman & Co.