

MORTGAGE RECORD 71

FROM

Jesse L. Harris

TO

D. Coen Byrn

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 14 day of

Nov A. D., 1927, At 2:35 P. M.

Da C. Wellman
 Register of Deeds,
 Deputy.

By

Reg. No. 3024

Fee Paid 2.00

THIS INDENTURE, Made this 12th day of November Jesse L. Harris and Hazel I. Harris his wife

A. D. 1927, between

of Douglas County, in the State of Kansas, of the first part, and D. Coen Byrn -- Register of Deeds, Kansas, of the second part.

WITNESSETH: That the said part 1st of the first part, in consideration of the sum of Eight Hundred and no/100

DOLLARS,

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey, unto said party of the second part, its successors and assigns, 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 30 feet east of the northwest corner of the northeast quarter of section six Township 13, range 20 east of the 6th P.M. Thence south 65 feet; thence east 120 feet, thence north 65 feet; thence west 120 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 \$1800.00 held by D. Coen Byrn.

Provided Always, That this instrument is executed and delivered to secure the payment of the sum of Eight 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 \$16.56 payable as follows: Sixteen and 56/100 Dollars (\$16.56) on or before the 12 day of December, 1927 and a like sum on or before the 12 day of each and every month thereafter to and including the month of November 1932, and that they will warrant and defend the same against all parties making lawful 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:

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 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 ha ve hereunto set their hand 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 12th day of November 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 who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial seal the day and year above written.

My Commission expires Jan 25

1930

Geo. W. Kuhne

Notary Public.

RELEASE

The herein described having been paid in full, and the same being duly released and the lien thereby created discharged, it is hereby released and the same is hereby released and the lien thereby created discharged.

Attorney

Secretary

By

President

(Notary)

Notary Public

1927

This Release was written on the original Mortgage entered this day of 12th Nov 1927

Charles H. Harris
 Reg. of Deeds.
Charles H. Harris
 Deputy