

MORTGAGE RECORD 71

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FROM

George T. Wetzel et al
TO

D. Coen Byrn

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 9 day of Jan A. D. 1928, at 10:40 A. M.

By

Kate Wellman
Register of Deeds.
Deputy.

Reg. No. 3123
Fee Paid 2.00

THIS INDENTURE, Made this 6th day of January A. D. 1928, between George T. Wetzel and Bertha L. Wetzel his wife

A. D. 1928, between

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.

Building and Loan Association of Lawrence, Kansas, of the second part.

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

Eight Hundred and no/100

DOLLARS,

the receipt of which is hereby acknowledged, do hereby 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:

Lot number Twenty (20) in Block Number Fifteen (15) Lane Place Addition an Addition to the city of Lawrence.

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 indefensible estate of inheritance therein, free and clear of all incumbrances, except a first mortgage of ---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 \$16.50 payable as follows: Sixteen and 50/100 Dollars, (\$16.50) on or before the 10 day of February 1928, and a like sum on or before the 10 day of each and every month thereafter to and including the month of January 1933, and that they will warrant and defend the same against all parties of the first part shall cause to be paid to the party of the second part the amount due him 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.

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 1928, 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 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 parties of the first part have hereunto set their hands the day and year first above written.

George T. Wetzel

Bertha L. Wetzel

STATE OF KANSAS, ss.

COUNTY OF DOUGLAS,

Be it remembered, that on this 6th day of January A. D. 1928, before me,

Otto A. Durr a NOTARY PUBLIC in and for the County and State aforesaid, came *George T. Wetzel and Bertha L. Wetzel his wife* who are personally known to me to be the same person who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

L.S.

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

My Commission expires Feb. 21. 1930

Otto A. Durr

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:

Secretary.

By

President.

(SEAL)

Lawrence, Kansas,

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Attest:

Notary Public.

C. E. McFarwin

Feb. 1927.

Her assignment was made 1927, Page 257

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 is extinguished.
As witness my hand this 11th day of July 1937.

Recorded July 9, 1937
W. A. G. G. G.