

MORTGAGE RECORD 71

FROM J.T. Constant TO TO
 STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 10 day of Jan. A. D. 1928, At 3:05 P. M.
 By *Paul Wellman* Register of Deeds, Deputy.

Mer. No. 3126
 Fee Paid 7.50

Law. Bldg. & L. Ass'n

THIS INDENTURE, Made this seventh day of January A. D. 1928, between J.T. Constant and Emma S. Constant his wife

of Douglas County, in the State of Kansas, of the first part, and The Lawrence Building and Loan Association of Lawrence, Kansas, of the second part.

WITNESSETH: That the said part *ies* of the first part, in consideration of the sum of Three Thousand 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:

Lot Nine (9) on Vermont Street in the city of Lawrence.

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 this instrument is executed and delivered to secure the payment of the sum of

Three Thousand

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 Lawrence Building and Loan Association to the part *ies* of the first part upon 30 shares of Class G of the capital stock of said Association, evidenced by Certificate No. 1312, 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 parties agree to pay monthly installments, making a total monthly payment of \$ 38.10, payable as follows:

Thirty eight and 10/100

Dollars (\$ 38.10)

on or before the last day of January, 1928, and a like sum on or before the last day of each and every month thereafter to and including the month of December, 1937.

Now, if said part *ies* 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 *ies* of the first part have hereunto set their hand & the day and year first above written.

J.T. Constant

Emma S. Constant

STATE OF KANSAS,
 COUNTY OF DOUGLAS, ss.

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

the undersigned, a NOTARY PUBLIC in and for the County and State aforesaid, came J.T. Constant and Emma S. Constant his wife who are personally known to me to be the same person *ies* who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

LS

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

My Commission expires Apr. 21

1930

L.E. Eby

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 *Lawrence*

Building and Loan Association.

Attest: *E.C. Stearns*

Secretary.

By *Frank Strong*

President.

(SEAL)

Carps. Seal

Lawrence, Kansas, Jan. 20 1928

This Release was written on the original Mortgage entered this 20th day of January 1928.
Paul Wellman
 Reg. of Deeds.
 County