

MORTGAGE RECORD 72

FROM
J.P. Yoder et ux
TO
D. Coen Byrn

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 9th day of Dec, 1926. At 3:50 P.M.
J.P. Yoder
Register of Deeds.
By Deputy.

THIS INDENTURE, Made this 9th day of December A. D. 1926 between
J.P. Yoder and Ella Yoder, his wife,
of Douglas County, in the State of Kansas, of the first part, and D. Coen Byrn of Lawrence, Kansas, of the second part.
WITNESSETH: That the said part 1st of the first part, in consideration of the sum of
Four 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, his heirs and assigns, all of the following described real estate, situated in
the County of Douglas, and State of Kansas, to-wit:

Lot Number Seventy-nine (79) in Fairfax, an addition adjacent
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 part 1st of the first part do hereby covenant and agree that at the delivery hereof they are
the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,

PROVIDED ALWAYS, That this instrument is executed and delivered to secure the payment of the sum of
Four 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 part 1st of the first part agree to pay in monthly installments, making a total monthly payment of \$ 12.72
payable as follows: Twelve and 72/100 --- DOLLARS, (\$ 12.72)
on or before the 9 day of January 1927, and a like sum on or before the 9 day
of each and every month thereafter to and including the month of December 1929, and that they will warrant and defend the
same against all parties making lawful claim thereto.

Now, if said part 1st 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.

IN WITNESS WHEREOF, The said part 1st of the first part ha. 70 hereunto set their hand s. the day and year first
above written.
J.P. Yoder
Ella Yoder.

STATE OF KANSAS, }
COUNTY OF DOUGLAS, ss. BE IT REMEMBERED, That on this 9th day of December A. D. 1926.
before me, John H. Tucker, a Notary Public in and for said County and State, came
J.P. Yoder and Ella Yoder, his wife,
to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution
of the same.
L.S. 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 1929 J.H. Tucker. Notary Public.

RELEASE
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 12th day of May 1931
ATTEST: D. Coen Byrn

This Release
was recorded
in the
Mortgage
Book

1931
Jan.

W. B. Armstrong
Notary Public
Lawrence, Kansas