

MORTGAGE RECORD 72

FROM

Enos D. Leeman et al

TO

D. Coen Byrn

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 16 day of June A. D. 1928 E. At 3:15 P.M.

Isa E. Weems
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 15th day of June A. D. 1928 between

Enos D. Leeman and Glenna Leeman 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:

Lots numbers two hundred forty two (242) and two hundred forty four (244) on the north side of Elm Street in Subdivision of the south one half (1/2) of Block number five (5) in that part of the city of Lawrence formerly known as North 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 owner and 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 \$1200.00 given to D. Coen Byrn

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 \$ 18.40

payable as follows: Eighteen and 40/100 DOLLARS. (\$ 18.40)
on or before the 10 day of July 1928, and a like sum on or before the 10 day of each and every month thereafter to and including the month of June 1930, 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 cease 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 parties of the first part have hereunto set their hand and seal the day and year first above written.

Enos D. Leeman

Glenna Leeman

STATE OF KANSAS,

COUNTY OF DOUGLAS, ss.

BE IT REMEMBERED, That on this 16 day of June A. D. 1928

before me, Geo. W. Kuhne, a Notary Public in and for said County and State, came

Enos D. Leeman and Glenna Leeman his wife

to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

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 Jan 25 1930 Geo. W. Kuhne 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 15th day of June 1928

ATTEST:

D. Coen Byrn

This release
is filed
in the
mortgage
book
of the
County of
Douglas,
State of
Kansas,
on the
15th day
of June,
1928.