

MORTGAGE RECORD 72

7.

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 11 day of

AUG. A. D. 1928 at 2:00 P. M.

Jeanne M. Zackmann et al

Paul E. Williamson

Register of Deeds.

D. Coen Byrn

By

Deputy.

3637
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THIS INDENTURE, Made this 1st day of August A. D. 1928 between

Jeanne M. Zackmann and Julius Zackmann wife and husband

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

Two Hundred fifty 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:

The north thirty two (32) feet of Lot number twenty eight (28) on Rhode Island Street

Lawrence, Kansas

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 owners 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

Two Hundred fifty 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 \$ 11.50 , payable as follows: Eleven and 50/100 DOLLARS, (\$ 11.50)

on or before the 1st day of September 1928 , and a like sum on or before the 1st day of each and every month thereafter to and including the month of August 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 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 has hereunto set their hand and seal the day and year first above written.

Jeanne M. Zackmann
Julius Zackmann

STATE OF New Mexico

COUNTY OF Bernalillo

BE IT REMEMBERED, That on this 23 day of July A. D. 1928

before me, M. Paul Williamson, a Notary Public in and for said County and State, came

Jeanne M. Zackmann and Julius Zackmann wife and husband

to me personally known to be the same persons 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.

LS

M. Paul Williamson

Notary Public.

My commission expires July 4 1931

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 31st day of January 1929

ATTEST:

D. Coen Byrn

This Release was written on the original Mortgage

entered this day of January 1929

Paul E. Williamson
Reg. of Deeds