

MORTGAGE RECORD 72

KANSAS DEEDS RECORD - DOUGLAS COUNTY, KANSAS

Reg. No. 3804
Fee Paid 1.25

FROM

Thomas G. Elliott

TO

D. Coen Byrn

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 1 day of
Nov. A. D. 1928, at 3:10 P. M.J. E. Wellman
Register of Deeds.
Deputy.THIS INDENTURE, Made this 29th day of October A. D. 1928 between
Thomas G. Elliott and Louella N. Elliott, 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

Five 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:Block Number Twenty-seven (27) in University Place Annex, 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 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 \$3000.00 held by D. Coen Byrn

PROVIDED ALWAYS, That this instrument is executed and delivered to secure the payment of the sum of

Five 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 \$ 10.35 ,
payable as follows: Ten and 35 /100 ---- DOLLARS, (\$10.35)on or before the 29 day of November 1928, and a like sum on or before the 29 day
of each and every month thereafter to and including the month of October 1933, 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 part 1st of the first part have hereunto set their hand and the day and year first
above written.

Thomas G. Elliott
Louella N. ElliottSTATE OF KANSAS,
COUNTY OF DOUGLAS, ss.

BE IT REMEMBERED, That on this 29th day of October A. D. 1928

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

Thomas G. Elliott and Louella N. Elliott, 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.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 January 22nd 1929 W. LaCoss 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 day of 19

ATTEST:

I hereby certify that the foregoing instrument was duly recorded in the office of the Register of Deeds of Douglas County, Kansas, on the 29th day of October, 1928, at 3:10 P. M., and that the same is a true and correct copy of the original as the same appears from the records of said office.

ATTEST:

W. LaCoss
Notary Public
for Douglas County, Kansas