

MORTGAGE RECORD 72

9

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss.
D.D. Hornaday et al	This instrument was filed for record on the 18 day of Dec. A. D. 1928 At 9:50 A. M.
TO	<i>Osceola W. Williams</i> Register of Deeds.
D. Coen Byrn	By Deputy.

Tr. No. 3874
Fee Paid 1.50

THIS INDENTURE, made this 15th day of December A. D. 1928 between D.D. Hornaday and Bertie J. Hornaday 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 Six 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:

The south one half (1/2) of Lot Number eighty one (81) the south one half (1/2) of Lot number eighty two (82) All of Lots numbers eighty three (83) and eighty four (84) the north one half (1/2) of Lot number eighty five (85) and the north one half (1/2) of Lot number eighty six (86) all in Block number twenty three (23) in West Lawrence an Addition 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, except a first mortgage of \$1600.00 held by D. Coen Byrn

PROVIDED ALWAYS, That this instrument is executed and delivered to secure the payment of the sum of Six 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 \$12.42 payable as follows: Twelve and 42/100 DOLLARS, (\$ 12.42) on or before the 15 day of January 1929, and a like sum on or before the 15th day of each and every month thereafter to and including the month of December 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 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 have hereunto set their hand the day and year first above written.

D.D. Hornaday
Bertie J. Hornaday

STATE OF KANSAS, ss. BEIT REMEMBERED, That on this 15th day of December A. D. 1928 before me, a Notary Public in and for said County and State, came

D.D. Hornaday and Bertie J. Hornaday 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 January 22nd 1929 Wm LeGoss 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 7 day of December 1933
Attest: *Quinn S. Sutton*

This Release was recorded on the 15th day of December 1933 at 4:33 PM. *Quinn S. Sutton*
Notary Public

Filing in the Public 1928