

MORTGAGE RECORD 72

FROM

Charles W. Kassinger and wife
TO

D. Coen Byrn

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 7 day of
April A. D. 19 30, At 9:10 A. M.*Elmer E. Quimby*

Register of Deeds.

Deputy.

THIS INDENTURE, Made this 4th day of April A. D. 19 30 between

Charles W. Kassinger and Velma Kassinger, 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 parties of the first part, in consideration of the sum of

Seven 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 North Fifty (50) feet of the East 181.2 feet (less the East 50 feet thereof, said East 50 feet being deeded to Douglas County for a street) of Lot Number 5-11 in Block Number 4 in South Lawrence an addition to the City of Lawrence, Douglas County, 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 parties 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, except a first mortgage of \$1,800.00 held by D. Coen Byrn

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

Seven 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 parties of the first part agree to pay in monthly installments, making a total monthly payment of \$ 14.45 payable as follows: Fourteen and 49/100 DOLLARS, (\$ 14.49) on or before the 5th day of May 1930, and a like sum on or before the 5th day of each and every month thereafter to and including the month of April 19 35, and that they will warrant and defend the same against all parties making lawful claim thereto.

Now, if said parties 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 parties of the first part have hereunto set their hands the day and year first above written.

Velma Kassinger

Charles W. Kassinger

STATE OF KANSAS,

COUNTY OF DOUGLAS, ss.

BE IT REMEMBERED, That on this 4th day of April

A. D. 19 30

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

Charles W. Kassinger and Velma Kassinger 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.

Legal Seal

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

19 33

Wm McCoss

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

27th

day of

March

1933

*William Clarence Sutton**Serena Sutton*

This Release was written on the original Mortgage and entered this 30th day of March 1933

Wm McCoss
Notary Public
for Douglas County

In Mortgage Book 79-Page 321