

MORTGAGE RECORD 72

FROM

Sellie A. Bryant and I. R. Bryant wife and husband

D. Coen Byrn

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 12 day of June A. D. 19 30 At 9:30 A. M.

E. C. Armstrong

Register of Deeds.

By

Deputy.

Reg. No. 257

Fee Paid 7.20

THIS INDENTURE, Made this 31st day of May A. D. 19 30 between

Sellie A. Bryant and I. R. Bryant, 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 ies 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:

Lot Number One Hundred Forty-two (142) on Rhode Island Street in 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 part ies 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 given to D. Coen Byrn of Eight Hundred Dollars

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 ies of the first part agree to pay in monthly instalments, making a total monthly payment of \$ 8.28

payable as follows: Eight and 28/100 DOLLARS, (\$ 8.28) on or before the 30 day of June 19 30, and a like sum on or before the 30 day of each and every month thereafter to and including the month of May 19 35, and that they will warrant and defend the same against all parties making lawful claim thereto.

Now, if said part ies 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 ies of the first part have hereunto set their hand s the day and year first above written.

Sellie A. Bryant
I. R. Bryant

STATE OF KANSAS,
COUNTY OF DOUGLAS, ss.

BE IT REMEMBERED, That on this 31st day of May A. D. 19 30 before me, Frank Fox, a Notary Public in and for said County and State, came

Sellie A. Bryant and I. R. Bryant her husband

Legal Seal 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 July 7th 19 32 Frank Fox 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 12th day of August 1933

ATTEST:

W. A. Simon

This instrument is the only one of its kind in the county of Douglas, Kansas.