

**This Indenture**, Made this 11<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and ninety eight between Robert H. Byford and Margaret L. Byford his wife of Adora Township in the County of Douglas and State of Kansas of the first part, and Flora M. Nichols of the second part.

**Witnesseth**, That the said parties of the first part in consideration of the sum of Five hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part her heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The North East quarter (1/4) of the South East quarter (1/4) of Section Twelve (12) in Township Fourteen (14) of Range Twenty (20) in Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. 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.

This grant is intended as a Mortgage to secure the payment of the sum of Five hundred Dollars according to the terms of one certain Real Estate Mortgage Note this day executed and delivered by the said parties of the first part to the said party of the second part: Payable five years after date to order of party of second part with interest at 7% payable annually

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisalment hereby waived or not at the option of the party of the second part executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said parties of the first part then heirs and assigns with the privilege of paying the same in installments thereof or principal at time of any interest payment.

**In Witness Whereof**, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Hugh Blair

Robert H. Byford (SEAL.)

Margaret L. Byford (SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

**Be it Remembered**, That on this 12<sup>th</sup> day of January, A. D. 1898, before me, Hugh Blair, a Notary Public in and for said County and State, came Robert H. Byford and Margaret L. Byford his wife to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

**In Witness Whereof**, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires 28<sup>th</sup> Decr 1901

Recorded Jan 12<sup>th</sup> A. D. 1898, at 2<sup>0</sup> o'clock P. M.

Notary Public.

G. H. Newman  
Register of Deeds.

The following is endorsed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby released, 1901-  
and the indebtedness created hereby is discharged. Witnesses my hand and seal this 10<sup>th</sup> day of January, 1901-  
Flora M. Nichols.

Recorded Jan 10-1901-  
G. H. Newman

Register of Deeds-  
By Billis B. Spurgeon  
Deputy