

MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. SAME DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this First day of April in the year of our Lord, one thousand Nineteen
hundred and Two (1902), between M. C. Byrd and Lucy A. Byrd, his wife,
of Lawrence in the County of
Douglas and State of Kansas, of the first part, and M. A. Johnson

of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Fifteen hundred ⁰⁰/₁₀₀ 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 part y of the second part 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:

Lot Thirty three (33) Thirty five (35) Thirty seven (37) Thirty nine (39) and Forty one
(41) Market street and Lot Thirty four (34) Thirty six (36) Thirty eight (38)
Forty (40) and Forty two (42) Missouri street in Block Six (6) West Lawrence
in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said
part y of the first part do hereby covenant and agree that
at the delivery hereof him 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

This Grant is intended as a Mortgage to secure the payment of the sum of
Fifteen hundred ⁰⁰/₁₀₀ Dollars
according to the terms of one certain promissory note this day executed
and delivered by the said M. C. and Lucy A. Byrd to the said part y of the second part
payable two years from date at the Lawrence Nat. Bank of Lawrence Kansas.

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 part y 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; 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 of making such sales, and the overplus, if any there be, shall be
paid by the part y making such sale, on demand, to the said M. C. Byrd - his
heirs and assigns.

IN WITNESS WHEREOF, The said part y of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

M. C. Byrd (SEAL)Lucy A. Byrd (SEAL)

(SEAL)

STATE OF KANSAS, }
Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 9 day of April A. D. 1902, before me
a Notary Public in and for said County and State, came

M. C. Byrd and Lucy A. Byrd, 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 Jan'y 14 1903Alfred Whitman

Notary Public

Filed for Record the 9 day of April A. D. 1902, at 1 o'clock P. M.

G. D. Sweeney Register of Deeds

The following is enclosed on the original instrument.
The Note herein described having been paid in full
this mortgage is hereby released, and the filing thereof
is hereby rescinded. All future mortgages of this
property are hereby null and void.
M. A. Johnson
April 4, 1904,
Attest: A. Whitman

Recorded April 4th 1904,
Attest: A. Whitman
Registered of Deeds

The following is enclosed on the original instrument.
The Note herein described having been paid in full