

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

This Indenture, Made this 4th day of August in the year of our Lord, one thousand nineteen
hundred and two (1902), between William T. Byrd (unmarried)
of D in the County of
Douglas and State of Kansas, of the first part, and William W. Cleland
of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of
Two hundred and fifty ⁰⁰ Dollars,
to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgage
to the said part of of the second part his 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 east half (1/2) of the south east quarter (1/4) of section Thirty two (32) Township Twelve (12) Range Nineteen (19)

This mortgage is given to secure the payment of a portion of the purchase money for above described premises

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said
party of the first part do hereby covenant and agree that
at the delivery hereof he is 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
Two hundred and fifty ⁰⁰ Dollars
according to the terms of one certain promissory note this day executed
and delivered by the said William T. Byrd to the said part of of the second part
Payable Three (3) 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 of of the second part his 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 of making such sale, on demand, to the said William T. Byrd his heirs and assigns

IN WITNESS WHEREOF, The said part of of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

William T. Byrd (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,
Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 4 day of August A. D. 1902, before me
a Notary Public in and for said County and State, came

William T. Byrd

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 subscribed my name set my hand and affixed my official seal on the day and year last above written.

My Commission Expires Jan'y 14 1903

Alfred Whitman
Notary Public

Filed for Record the 4th day of Aug A. D. 1902, at 3⁵⁵ o'clock P. M.

G. P. Sopman, 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 and the lien thereby
created is discharged. As Witness my hand this 18 day of May
A.D. 1905
W. H. Shields
William W. Cleland

Recorded May 26th 1905,
G. P. Sopman
Register of Deeds

