

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON CO. PRINTERS, BLOOMERS and Blank Book Makers, LAWRENCE, KAN.

This Indenture, Made this thirtieth day of June in the year of our Lord, Nineteen  
hundred and three, between A. P. Byrd and Lizzie Byrd (his wife)  
of Laurance in the County of  
Douglas and State of Kansas, of the first part, and  
Geo. Myers of the second part:  
Witnesseth, That the said parties of the first part, in consideration of the sum of  
Three 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 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: Lot Forty Seven (47) and Forty eight (48)  
in Walnut Park a subdivision of a Portion of Addition No three  
(3) in North Lawrence

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said  
A. P. Byrd and Lizzie Byrd 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 inalienable  
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  
Three hundred Dollars  
according to the terms of one certain note this day executed  
and delivered by the said A. P. Byrd and Lizzie Byrd to the said party of the second part  
his heirs or assigns

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 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 cost and charges of making such sales, and the overplus, if  
any there be, shall be paid by the party making such sale, on demand, to said A. P. Byrd  
heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

A. P. Byrd [SEAL]  
Lizzie Byrd [SEAL]  
[SEAL]

## STATE OF KANSAS.

County of Douglas ss.

BE IT REMEMBERED, That on this 30 day of June A. D. 1903, before me

John M. Newlin a Notary Public in and for said County and State, came  
A. P. Byrd and Lizzie Byrd

to me personally known to be the same  
persons who executed the foregoing instrument 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 April 11 1907

John M. Newlin  
Notary Public.

Filed for Record the 15 day of July A. D. 1903, at 2:00 o'clock P M.

A. W. Armstrong Register of Deeds.  
By J. C. Luman Deputy.

The following is endorsed on the original instrument:  
This mortgage  
is duly released and the lien thereby created is discharged  
on this 12 day of July, A. D. 1904.  
Geo. Myers.

Attest: J. C. Luman

Recorded Nov 12 1904.  
A. W. Armstrong  
Register of Deeds