

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON & CO., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 13 day of August in the year of our Lord, nineteen hundred and four (1904), between W. C. Byrd and Lucy A. Byrd his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Fannie Allan of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Six Hundred Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold, 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 Number Thirty three (33), Thirty five (35), Thirty seven (37), Thirty nine (39) and Forty one (41) Main Street and Lots Thirty four (34), Thirty six (36), Thirty eight (38) and Forty (40) Missouri Street etc in Block C Six West Lawrence in the City of Lawrence

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 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 \$400.00 according to the terms of one certain promissory note this day executed and delivered by the said W. C. and Lucy A. Byrd to the said party 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 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 W. C. Byrd his heirs and assigns.

IN WITNESS WHEREOF, The said party 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

W. C. Byrd [SEAL]
Lucy A. Byrd [SEAL]

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 13 day of August A. D. 1904, before me

Alfred Whitman Notary Public in and for said County and State, came

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

My Commission Expires June 14 1907 Alfred Whitman Notary Public

Filed for Record this 15 day of Aug. A. D. 1904, at 11:20 o'clock A. M.

C. W. Armstrong Register of Deeds
By Paul C. Armstrong Deputy

Vertical text on the left margin including 'Dollars', 'County of Douglas', 'Notary Public', and 'Filed for Record'.

Vertical text in the middle margin including 'The following is endorsed on the original instrument' and 'Recorded April 29 1905'.