

MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this third day of July in the year of our Lord thirteen hundred and eight, between Lucinda Byford of Douglas and State of Kansas, of the first part, and S. Virginia Root of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Four Hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has 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 South one third of lot one hundred and forty four (144) and north one third of lot one hundred and forty six (146) on Rhode Island Street in the City of Lawrence, County and State aforesaid.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Lucinda Byford do hereby covenant and agree that at the delivery hereof she 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 four hundred dollars according to the terms of a certain note this day executed and delivered by the said Lucinda Byford to the said party of the second part payable on or before six months with six per cent interest from date

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; 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 Lucinda Byford her heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Lucinda Byford [SEAL]  
[SEAL]  
[SEAL]

STATE OF KANSAS.

County of Douglas } ss.

BE IT REMEMBERED, That on this 3rd day of July A. D. 1908, before me, Frank Lee a Notary Public in and for said County and State, came Lucinda Byford



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 Sept. 27. 1910 Frank Lee Notary Public.

Filed for Record the 3 day of July A. D. 1908, at 4 o'clock P. M.

Ally Armstrong Register of Deeds.  
By Eric W. Armstrong Deputy.

*This foregoing is Endorsed on the original instrument. The policy herein does not cover any liability for death or disability. We witness my hand this 28th day of August 1908. S. Virginia Root.*

*Rec'd at Lawrence, Mo. 30th 1908. E. W. Armstrong, Register of Deeds.*

*Recorded July 24 1908*

*The privilege is granted on the attached mortgage. The note herein described having been paid in full, this mortgage is hereby released and*