

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 29th day of December in the year of our Lord one thousand
and Eight, between Lucinda Byford, a widow
of the city of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Julia W. Friend of the second part:

Witnesseth, That the said part y 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 part y 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 (1/3) of Lot number One hundred
and forty-four (144) and the North one-third (1/3) of Lot
number One hundred and forty-six (146) on Rhode
Island street in the City of Lawrence, Douglas County,
Kansas.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said
Party of the first part 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 indefensible
 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 One certain Note this day executed
 and delivered by the said Party of the first part to the said part y of the second part

Payable five years after date with interest thereon
according to the terms of said note and coupons thereto attached.

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 cost 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 said Party of the first part, her
 heirs and assigns.

IN WITNESS WHEREOF, The said part y 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

Jessie Watt.

Lucinda Byford [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 29th day of Dec. A. D. 1902, before me,

Jessie Watt a Notary Public in and for said County and State, came

Lucinda Byford, a widow.
(L.B.) 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 30th Mch. 1912.

Jessie Watt. Notary Public.

Filed for Record the 30th day of Dec. A. D. 1902, at 8⁴⁵ o'clock A. M.

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

The following is endorsed on the original instrument:
 The north parcel described having been paid in full the mortgage
 is hereby released and the title thereof restored to the mortgagor.
 Witness my hand this 29th day of December, A. D. 1910
 Julia Friend
 a Marise Allen fact

Recorded Jan 10 1911
 Hays, Lawrence
 register