

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 5th day of March in the year of our Lord nineteen
hundred and ten, between J. P. Byrd and Elizabeth Byrd his wife and
Eugene Byrd a single man of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Daniel Heffner of the second part:

Witnesseth, That the said part first 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, and by these presents do grant, bargain, sell and mortgage
to the said part second 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:

lots 1-2-46-47 and 48 owned by J. P. Byrd also lots 43-44 and 45
owned by Eugene Byrd. All in the Walnut Park subdivision
in the City of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part first of the first part therein. And the said
J. P. Byrd, Elizabeth Byrd and Eugene Byrd do hereby covenant and agree that
at the delivery hereof they are the lawful owner^s 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
Six Hundred Dollars
according to the terms of one certain Promissory note, this day executed
and delivered by the said J. P. Byrd, Elizabeth Byrd and Eugene Byrd to the said part second of the second part

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 second 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 part first making such sale, on demand, to said J. P. Byrd, Elizabeth Byrd and Eugene Byrd
heirs and assigns.

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

Signed, Sealed and Delivered in presence of

J. P. Byrd [SEAL]
Elizabeth Byrd [SEAL]
Eugene Byrd [SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 5th day of March A. D. 1910, before me,

R. Clyde Johnston a Notary Public in and for said County and State, came
J. P. Byrd, Elizabeth Byrd and Eugene Byrd

to me personally known to be the same
person^s 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 Jan 27 1911

R. Clyde Johnston
Notary Public.

Filed for Record the 7th day of March A. D. 1910, at 1.50 o'clock P. M.

Hayden L. Lawrence Register of Deeds.
Minnie A. J. Lawrence Deputy.

This mortgage is subject to the original instrument.
The same herein described having been paid in full, this mortgage is hereby released and the
lender hereby agreed to cancel the same. As witness my hand and seal of office this 10th day of March, A. D. 1910.

The City of Lawrence, State of Kansas, is hereby notified that the above mortgage is subject to the original instrument.
By J. P. Byrd and Elizabeth Byrd and Eugene Byrd

Recorded July 25, 1913
Clayton L. Lawrence
Register of Deeds.
For assign. See Book 51 Page 345
For assign. See Book 48 Page 608