

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 17th day of June in the year of our Lord Nineteen
hundred and Ten, between Stephen B. Lybarger and Mellvina Lybarger, his
wife, of the Township of x Budora in the County of

Douglas and State of Kansas, of the first part, and
Julia Friend of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Five Hundred and Fifty 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 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 half (1/2) of south west fractional quarter (1/4) of section thirty five (35) in
Township Thirteen (13) South of Range Twenty (20), being that part of the South half of
said quarter section lying East of West line of Shawnee Indian reservation, containing
64 3/4 acres more or less.

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 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
Five Hundred and Fifty Dollars
according to the terms of one certain Note this day executed
and delivered by the said Parties of the first part to the said party 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 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 Parties of the first part, their
heirs and assigns.

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

Signed, Sealed and Delivered in presence of
Hugh Blair Stephen B. Lybarger
Mellvina Lybarger

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 17th day of June A. D. 1910, before me,
Hugh Blair a Notary Public in and for said County and State, came
Stephen B. Lybarger and Mellvina Lybarger, his wife,

(H.S.)

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 28th Dec 1913. Hugh Blair Notary Public.

Filed for Record the 17th day of June A. D. 1910, at 3.15 o'clock P. M.

Royd L. Lawrence Register of Deeds.
Marshall M. McNeill Deputy.

Recorded - Feb 20 1913
Notary Public
Hugh Blair