

MORTGAGE RECORD No. 49.

497 1

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

This Indenture, Made this ninth day of August in the year of our Lord nineteen
hundred and twelve, between George A Byrd unmarried
of Lawrence in the County of

Douglas and State of Kansas, of the first part, and
Mayme J Tuttle of the second part:

Witnesseth, That the said part y of the first part, in consideration of the sum of
Five Hundred DOLLARS,
to him duly paid, the receipt of which is hereby acknowledged, he do sell, 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:

Lot no. Fourteen (14) block no. Ten (10) Lane Place, An Addition
to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said
George A Byrd do hereby covenant and agree that
at the delivery hereof he 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
Five hundred Dollars
according to the terms of a certain note this day executed
and delivered by the said George A Byrd to the said part y 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 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 Mayme J Tuttle, her
heirs and assigns.

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

Signed, Sealed and Delivered in presence of
Geo. A. Byrd [SEAL]
[SEAL]
[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 9th day of August A. D. 1912, before me,
H. E. Benson a Notary Public in and for said County and State, came
George A Byrd, a single man
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 January 29th 1915 H. E. Benson Notary Public.

Filed for Record the 9 day of Aug A. D. 1912, at 2³⁰ o'clock P M.
Floyd L. Lawrence Register of Deeds.
Deputy.

Recorded March 20, 1913
Exhibit 1 Page 2
Mayme J Tuttle
attest
Notary Public