

Mortgage Record No. 52.

This Indenture, Made this 26th day of January in the year of our Lord nineteen hundred and fourteen between Charles E Byrd and Edith May Byrd his wife of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hugh L. Lawrence of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Three Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said part 2d 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 numbers sixty three (63) and sixty four (64) in Fair Ground Addition in addition to the City of Lawrence, said County and State being on the east side of Ohio Street in said Addition

with all the appurtenances and all the estate, title and interest of the said part 1st 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 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 Three hundred 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 part 2d of the second part payable one year 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 2d 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 sale, and the surplus, if any there be, shall be paid by the part 2d making such sale, on demand, to said parties of the first part - their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of
Jennie Hatt

Charles E Byrd (SEAL)
Edith May Byrd (SEAL)

STATE OF KANSAS,
Douglas County ss.

BE IT REMEMBERED, That on this 31st day of January A. D. 1914, before me, Jennie Hatt a Notary Public in and for said County and State, came Charles E Byrd and Edith May Byrd his wife 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 30th March 1916

Jennie Hatt Notary Public.

Filed for Record the 31 day of Jan A. D. 1914, at 4th o'clock P. M.

Hoyd L Lawrence Register of Deeds.
Deputy.

(This following is entered on the original instrument)
The note herein described having been paid in full, this mortgage is hereby released and the same is hereby cancelled.

Hugh L. Lawrence

Jennie Hatt

Recorded July 14th 1915 1917

Charles E Byrd Register of Deeds.



(This mortgage is entered on the original instrument)
The note herein described having been paid in full, this mortgage is hereby released and the same is hereby cancelled.

Recorded July 31st 1916 1916