

## Mortgage Record No. 52.

This Indenture, Made this 27th day of April in the year of our Lord  
Twenty hundred and fifteen, between M. C. Byrd and Lucy A. Byrd,  
his wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
E. L. Charlton of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Six hundred DOLLARS,  
 to them 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 E. L. 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 Number 33, 35, 37, 39 & 41, Maine Street and Lots 34, 36, 38 & 40  
Missouri Street Block 6 West Lawrence, in the City of Lawrence,  
Kansas,

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
first parties  
 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  
Six hundred  
 according to the terms of one certain Note this day executed  
 and delivered by the said first parties to the said part y of the second part  
E. L. Charlton

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 there-  
 of, 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 y his executors, adminis-  
 trators 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  
first parties heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

M. C. Byrd (SEAL)  
Lucy A. Byrd (SEAL)  
 (SEAL)

STATE OF KANSAS,  
Douglas County } ss.

BE IT REMEMBERED, That on this 28 day of April A. D. 1915, before me,  
Geo. W. Kuhne a Notary Public in and for said County and State, came  
M. C. Byrd and Lucy A. Byrd his wife  
 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 Jan 25 1918

Geo. W. Kuhne Notary Public.

Filed for Record the 29th day of April A. D. 1915, at 8:40 o'clock A.M.  
Thos. L. Lawrence Register of Deeds.  
E. C. Metzger Deputy.

This mortgage is returned on the original instrument and the  
 same being recorded in the office of the Register of Deeds of the County of Douglas, Kansas, on the 29th day of April, A. D. 1915.

M. Lawrence, Notary Public,  
 Lawrence, Kan.

(Comp. list)

Recorded - Apr. 26 - 1915

Estate of Notary Public

(For assignment see Book 54, Page 3)

This mortgage is returned on the original instrument and the  
 same being recorded in the office of the Register of Deeds of the County of Douglas, Kansas, on the 29th day of April, A. D. 1915.

Recorded - April 29th - 1915

E. C. Metzger, Deputy