MORTGAGE RECORD

This Indenture, Made this 29th day of July in the year of our Lord one thousand nine hundred and twenty

Witnesseth, that Lucy A Byrd, the widow of M C Byrd, deceased

of the county of Douglas and State of Kansas, party of the first part, for and in consideration of Fifteen Hundred and no/100 DOLLARS

Conveys and Warrants to THE MERCHANTS LOAN AND SAVINGS BANK, of Lawrence, Douglas County, Kansas, party of the second part, its assigns or successors, the real estate, hereinafter described, situated in the county of Douglas and state of Kansas, to-wit:

Lots 37-39-40-41-42-43-44-45-46-47-48 Block Five (5), being South half Block five (5) less lot No 38. Also 49-50-51-52-53-54-55-56-57-58-59-60 Block Twelve (12), being North half of Block Twelve (12). Also lots 33-34-35-36-37-38-39-40-41-42 in Block Six (6), all in that part of the City of Lawrence known as West Lawrence.

To secure the said party of the second part, its assigns or successors, for an actual loan of money made to the said party of the first part, as evidence by one certain Bond No. of even date herewith, in and by which said bond the party of the first part promises to pay to the order of the said party of the second part, its assigns or successors, in lawful money of the United States of America, the principal sum of Fifteen Hundred and no/100 Dollars, on or before three years with interest at the rate of eight per cent. per annum from date until maturity and ten per cent. per annum after maturity or default, interest payable semi-annually according to interest coupons therefor thereunto attached, both principal and interest being payable at the office of The Merchants National Bank, Lawrence, Kansas, and also promise and agree that in case any interest on any of said sums shall remain unpaid after the same becomes due, then the entire sums covered by this bond and secured by this Mortgage Deed, to become immediately due and payable at option of mortgagee, without any notice of any kind whatsoever, and same to be collected in like manner as if the full time provided in said bond had expired.

It is Hereby Expressly Agreed, That said first party shall insure the buildings that are insurable herein, in favor of the party of the second part, its assigns or successors, against loss or damage by fire, in such sum and in such fire insurance companies as the second party, its assigns or successors, may direct, and maintain such insurance during the continuance of this loan.

It is Further Expressly Agreed, That the first party shall at all times keep the taxes and assessments of any and all kinds that may become liens upon said premises fully paid and satisfied, and that said security shall remain and be kept as good as the same is now during the continuance of this loan.

It is Further Agreed, That the first party shall repay to the second party, its assigns or successors, all and every such sum or sums of money as may have been paid by them, or any of them, for taxes or assessments, or for premiums and costs of insurance, or on account of, or to extinguish or remove any prior or outstanding title, lien, claim or incumbrance on the premises hereby conveyed, with interest thereon at the rate of ten per cent. per annum from the time the said sum or sums of money may have been respectively so advanced and paid, until the same are repaid. And all of which said sum or sums of money and the interest to accrue thereon, shall also be a charge upon said premises, and shall be secured by this instrument in the same manner as the said principal sum payable by the said bond is secured thereon.

It is Further Agreed, That in case of default in the payment of said bond, or any part thereof, or any of the sums of money to become due herein specified, according to the tenor and effect of said bond, or in the case of the breach by the said party of the first part, of any of the covenants or agreements herein mentioned by the said first party to be performed, then and in that case, this conveyance shall become absolute, and the party of the second part, its assigns or successors, be at once entitled to the possession of the said above described premises, and to have and receive all the rents and profits thereof, and the said bond with interest accrued thereon and all moneys which may have been advanced and paid by the said second party, its assigns or successors, with the aforesaid interest thereon, shall, thereupon, each and every one of them, become and be at once due and payable at the option of the legal holder hereof.

In Testimony Whereof, The said party of the first part has hereunto set her hand and seal on the day and year first above written.

Lucy A. Byrd (SEAL)

(SEAL)

State of Kansas, Douglas County, ss:

I, the undersigned, a Notary Public, in and for said County and State, do hereby certify that on this 29th day of July A. D. 1920, personally appeared before me Lucy A Byrd, the widow of M C Byrd, deceased.

to me personally known to be the identical person who executed and whose name is affixed to the foregoing mortgage as grantor and acknowledged the same to be her voluntary act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

(L.S.) C. A. McKeen
Notary Public.

Commission expires Dec. 17, 1922.

Recorded July 30, 1920
At 11^30 o'clock A. M.

Estelle Northrup
Register of Deeds

Ferne Flora
Dep.

The following is endorsed on original instrument:
I acknowledge payment in full of the within mortgage and hereby authorize the Register of Deeds to enter this discharge of record.
Dated this 14th day of February A. D. 1927
Merchants Loan and Savings Bank
By T. C. Whipple Cashier
corp seal

This Release Was written on the original Mortgage entered this 16 day of Feb 1927
Jno. E. Wellman
Reg. of Deeds
Deputy