

This Indenture, Made this 5th day of March in the year of our Lord one thousand eight hundred and ninety seven between S. D. Winters and Lucinda Winters, his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Thomas Breege of Lawrence, Douglas County of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Fifteen hundred and fifty (\$1550.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha S. sold and by these presents do grant, bargain, sell and mortgage to the said parties of the second part their 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:

North East quarter (1/4) of South West quarter (1/4) of Section No. Twenty (20) in Township No. Fourteen (14) South of Range Twenty (20) East of 6th Principal Meridian

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said S. D. Winters and Lucinda Winters, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Fifteen hundred and fifty (\$1550.00) Dollars according to the terms of Eight certain promissory notes this day executed and delivered by the said S. D. Winters and Lucinda Winters to the said party of the second part: and of even date herewith seven of said notes are for two hundred (\$200.00) Dollars each and one for one hundred and fifty (\$150.00) Dollars No. 1st falling due March 1st 1898 and the other notes falling due on secutively each year thereafter 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 parties of the second part their executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the parties of the second part their executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the parties making such sale on demand to the said S. D. Winters, his legal heirs and assigns.

In Witness Whereof, The said parties of the first part, ha hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

S. D. Winters (SEAL.)

Lucinda Winters (SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 5th day of March, A. D. 1897, before me, John M. Spencer, a Notary Public in and for said County and State, came S. D. Winters and Lucinda Winters 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires Sept 13th 1897 John M. Spencer Notary Public.
Recorded March 5th A. D. 1897, at 20 o'clock P. M.

James Brooke Register of Deeds.

The following is endorsement on the original instrument
Release - The note herein described having been paid in full
this mortgage is hereby Released and the lien
thereby created is changed. As witness my hand
this 17th day of March 1903. T. Breege.
Recorded March 19, 1903
W. C. Armstrong
Register of Deeds.