

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOURNAL CO., PRINTERS, HINDS AND BIRN, BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this Third day of July in the year of our Lord, nineteen
hundred and six, between Elmer Winger and Lena
Winger, his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and _____ of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Three hundred and forty Dollars,
to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage
to the said part 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:

Lot No. One hundred and forty-eight (148) on
Pennsylvania street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said
Elmer Winger and Lena Winger 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 now and except a lien for purchase
money for said property in the sum of \$340.00

This Grant is intended as a Mortgage to secure the payment of the sum of
\$340.00
according to the terms of one certain note this day executed
and delivered by the said Elmer Winger and Lena Winger to the said part 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 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 sales, and the overplus, if any there be, shall be paid by the part, his making such sale, on demand, to said Elmer Winger and Lena Winger their heirs and assigns.

IN WITNESS WHEREOF, The said part 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

Elmer Winger [SEAL]
Lena Winger [SEAL]

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 3 day of July A. D. 1906 before me

Cordell E. Lindley a Notary Public in and for said County and State, came
Elmer Winger and Lena Winger

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 June 2, 1907

Cordell E. Lindley
Notary Public.

Filed for Record the 10 day of July A. D. 1906, at 5:00 o'clock P. M.

W. C. Armstrong Register of Deeds.
W. C. Armstrong Deputy.

The following is enclosed on the original instrument.
This note having been paid having been paid in full
This mortgage is hereby released and the title thereon
is hereby cancelled. A witness my hand this 13th day of August A.D. 1907.
Attest John S. S. Norton

Recorded Aug 14th 1907
W. C. Armstrong
Register of Deeds