

## MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOURNAL NO. 1. PRINTED, BINDER AND BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this 24<sup>th</sup> day of September in the year of our Lord, 1906, between F. A. Winchell, & Harriet A. Winchell, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and W. F. March of the second part:

Witnesseth, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of Three Hundred (300) 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 2<sup>d</sup> 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. Twenty-eight (28) on New York Street in the city of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> 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 owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a mortgage of \$400.00 given to Eunice B. Ladington, due in four years after date. This Grant is intended as a Mortgage to secure the payment of the sum of

\$300.00

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 2<sup>d</sup> of the second part payable four years after date in monthly installments of \$10.00 each.

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 2<sup>d</sup> 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 2<sup>d</sup> making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1<sup>st</sup> of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

F. A. Winchell [SEAL]  
Harriet A. Winchell [SEAL]  
[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 24<sup>th</sup> day of September A. D. 1906, before me S. C. Wood a Notary Public in and for said County and State, came F. A. Winchell and Harriet A. Winchell 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 April 10, 1909.

S. C. Wood  
Notary Public.

Filed for Record the 25<sup>th</sup> day of Sept. A. D. 1906 at 1<sup>30</sup> o'clock P. M.

Al W. Armstrong Register of Deeds.  
By David Armstrong Deputy.