

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 20 day of December in the year of our Lord nineteen hundred Eight, between Charles W. Wininger and Laura Wininger his wife of Bellevue in the County of Douglas and State of Kansas, of the first part, and William F. Corbitt of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand 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 party 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:

The South forty five (45) acres of the West half (W²) of the South West Quarter (S.W¹/₄) of Section four (4) Township fifteen (15) Range Twenty (20) East of Sixth (6) P.M. including Lots No 1 to 12 inclusive, Washburns Addition to Media.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles W. Wininger and Laura Wininger 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 One Thousand according to the terms of one certain note this day executed and delivered by the said Charles W. Wininger and Laura Wininger to the said party of the second part due in 10 years with six per cent. interest.

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 party 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 party making such sale, on demand, to said 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

Charles W. Wininger [SEAL]
Laura Wininger [SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 4 day of Dec. A. D. 1908, before me, W. M. Clark a Notary Public in and for said County and State, came Charles W. Wininger and Laura Wininger 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 May 10 - 1911

W. M. Clark Notary Public.

Filed for Record the 26 day of Jan A. D. 1909 at 2 o'clock P. M.

Floyd P. Lawrence Register of Deeds.

Deputy.

The following is endorsed on the original instrument:
This mortgage is hereby released and the debt hereby secured is discharged. At witness my hand this 20 day of December, A. D. 1908.
William F. Corbitt

The following is endorsed on the original instrument:
This mortgage is hereby released and the debt hereby secured is discharged. At witness my hand this 20 day of December, A. D. 1908.
Charles W. Wininger
Laura Wininger

Recorded Dec 10th 1907
Earle C. D. Brinkley
Register of Deeds.