

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this 18th day of June in the year of our Lord Twenty  
hundred and ten (1910), between Wm M Kungery and Nancy Kungery  
his wife of \_\_\_\_\_ in the County of  
Douglas and State of Kansas, of the first part, and  
W. Postma of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Fifteen Hundred and no/100 (\$1500.00) 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:

Southwest Quarter (4) of Section Twenty Two (22) Township Fourteen  
(14) Range Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said  
Wm M Kungery and Nancy Kungery his wife do hereby covenant and agree that  
at the delivery hereof they are the lawful owner s 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 Dollars  
according to the terms of one certain note this day executed  
and delivered by the said Wm M Kungery and Nancy Kungery his wife to the said party of the second part  
five years after date hereof

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 part making such sale, on demand, to said Wm M Kungery  
heirs and assigns.

IN WITNESS WHEREOF, The said part ies 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

Wm M Kungery [SEAL]

Nancy Kungery [SEAL]

\_\_\_\_\_ [SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 18th day of June A. D. 1910, before me,

Frank E Banks a Notary Public in and for said County and State, came

Wm M Kungery and Nancy Kungery his wife

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 Nov 8th 1910

Frank E Banks  
Notary Public.

Filed for Record the 14th day of July A. D. 1910, at 10<sup>10</sup> o'clock A M.

Flloyd Lawrence Register of Deeds.  
Deputy.

(This instrument is subject to the original mortgage.)  
 The same herein described having been paid in full, this mortgage is hereby released and the same  
 has been duly cancelled and discharged. As witness my hand this 18th day of June A. D. 1910.  
W. Postma

Recorded June 26th 1910  
 Flloyd Lawrence  
 Register of Deeds  
 W. C. Magel

The following is considered on the original instrument  
 The state herein described having been paid in full, this  
 mortgage is hereby released and the same hereby created has been