

MORTGAGE RECORD NO. 60

The following is endorsed on the original instrument:
 The note herein described having been paid in full, this mortgage is hereby
 released and the lien thereby created discharged.
 As witness my hand this Twenty First day of February A. D. 1923
Ernest Newman
 Attest

Recorded Feb 21 1923
J. E. Williams
 Register of Deeds
Ernest Newman
 Up

This Indenture, Made this Twenty First day of February in the year of our Lord
one thousand and twenty-two, between Fred Winters and
Maria Winters his wife of Overbrook in the County of
Douglas and State of Kansas, of the first part, and
Ernest Newman 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 North Seventy (70) acres of the South
East quarter (1/4) of Section Thirty Three (33) Township
Fourteen (14) Range Eighteen (18).

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
Fred Winters and Maria Winters
 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
One Thousand according to the terms of one certain note this day executed
 and delivered by the said Fred Winters and Maria Winters to the said party of the second part

and this conveyances 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 of the first part, making such sale, on demand, to said Fred Winters 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 the presence of

Fred Winters (SEAL)
Maria Winters (SEAL)
Ernest Newman (SEAL)

STATE OF Kansas
Douglas County ss.

BE IT REMEMBERED, That on this 21 day of February A. D. 1923, before me,
John M. Newman a Notary Public in and for said County and State, came
Fred Winters and Maria Winters

L. S.

to me personally known to be
 the same person who executed the foregoing instrument and duly acknowledged 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 March 20 1923 John M. Newman Notary Public.

Filed for Record the 20 day of Sept. A. D. 1923 at 11:40 o'clock A. M.
John E. Williams Register of Deeds
 Deputy.

Recorded on the original instrument. 1926 Oct. 12 p. 267