

Reg. No. 3337
 Fee Paid 1.25

MORTGAGE RECORD NO. 63

SALE, ROOM NORTH STATIONERY CO KANSAS CITY, MO 64108

This Indenture, Made this 1st day of March in the year of our Lord
nineteen hundred and twenty eight, between J. A. Winchell and Rosa
Winchell his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and The Merchants
Loan and Savings Bank of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of
Five Hundred Thirteen and 55/100 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 y of the second part its 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: All of lots six (6) and
seven (7) Block twenty three (23) University Place Annex
city of Lawrence being a part of the original tract of land
and addition adjoining the 16.18 of the University District
tract of land Beginning at the N.E. corner of a tract
of land known as University Place Annex situated
in the N.E. 1/4 sec. 1. Tp. 13 Rg. 19; thence north 10.76
chains, thence west 5.50 chains thence south
10.76 chains to the south line of University Place
Annex, thence East along said south line 5.50
chains to the place of Beginning, containing
nearly six acres.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
J. A. Winchell and Rosa Winchell
 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

whatsoever

This Grant is intended as a Mortgage to secure the payment of the sum of
\$513.55 Dollars
 according to the terms of one certain note this day executed
 and delivered by the said J. A. Winchell and Rosa Winchell to the said part y 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 payments 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 y of the second part its 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 y making such sale, on demand, to said

J. A. Winchell and Rosa Winchell their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seals
 the day and year first above written.

Signed, Sealed and Delivered in the presence of

J. A. Winchell (SEAL)
Rosa Winchell (SEAL)

STATE OF Kansas
Douglas County ss.
 BE IT REMEMBERED, That on this 24th day of March A. D. 1928, before me,
Frank M. Holliday a Notary Public in and for said County and State, came
J. A. Winchell and Rosa Winchell
L. I. his wife to me personally known to be
 the same person S 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 January 21st 1930 Frank M. Holliday Notary Public.

Filed for Record the 24 day of March A. D. 1928 at 11 o'clock A. M.
Paul E. Wallman Register of Deeds.
- Deputy.