

## MORTGAGE RECORD NO. 63

Reg. No. 3434  
Fee Paid \$1.00

SAUL DODSWORTH STATIONERY CO KANSAS CITY MO 64104

This Indenture, Made this 6 day of March in the year of our Lord  
nineteen hundred twenty-eight, between Ferd. N. Winters and  
Emma Winters, husband and wife of Baldwin in the County of  
Douglas and State of Kansas, of the first part, and Peoples State Bank  
Baldwin City, Kansas, a Corporation of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of  
Four hundred fifty & no/100 DOLLARS,  
 to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do sell 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 One (1), Two (2), Three (3), Ten (10),  
Eleven (11) and Twelve (12) in Block No  
Ninty One (91) Baldwin City, Douglas Co.,  
Kansas, formerly described as in the  
old town of Palmyra

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said  
Ferd. N. Winters and Emma Winters  
 does 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  
Four hundred fifty & no/100 Dollars  
 according to the terms of two certain Notes this day executed  
 and delivered by the said Ferd. N. Winters and Emma Winters 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 parties of the second part, their 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  
Ferd. N. Winters and Emma Winters their 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 witness Ferd. N. Winters (SEAL)  
C. E. Neal her (SEAL)  
E. L. Bacon Emma N. Winters (SEAL)  
mark

STATE OF Kansas  
Douglas County ss.  
 BE IT REMEMBERED, That on this 6 day of March A. D. 1928, before me,  
Oma Bacon a Notary Public in and for said County and State, came  
Ferd. N. Winters and Emma Winters  
 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 Nov. 25 1931 Oma Bacon Notary Public.

Filed for Record the 12 day of May A. D. 1928, at 10 o'clock A. M.  
Ed E. Wellman Register of Deeds.  
Deputy

The note herein described having been paid in full, this mortgage is hereby released.  
 and the new security hereby created is hereby  
 released.  
 Attest: Ed E. Wellman (Reg. Seal)  
Notary Public  
for Douglas County

This release  
 is the official  
 release.  
 the 12th day  
 of May  
 1928  
 Ed E. Wellman  
 Reg. of Deeds