

## MORTGAGE RECORD 72

SAL. DOUGLASS STATIONERY CO. KANSAS CITY, MO. 64101

Reg. No. 191  
Recd. 125

FROM

Ferd N. Winters and Emma Winters, his wife

TO

Peoples State Bank, Baldwin

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 8 day of May A. D. 1929, At 4:40 P. M.

E. E. Combs

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 29 day of March in the year of our Lord nineteen hundred Twenty-nine between

Ferd N. Winters and Emma Winters, his wife

of Baldwin in the County of Douglas and State of Kansas  
of the first part, and Peoples State Bank, Baldwin, Kansas, a Corporation

of the second part.

WITNESSETH, That the said part ien of the first part, in consideration of the sum of

Five hundred &amp; no/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 One (1), Two (2), Three (3), Ten (10) Eleven (11), and Twelve (12), in Block No. Ninety One (91), Baldwin City, Douglas County, Kansas formerly described as in the old town of Belmyrn.

with all the appurtenances, and all the estate, title and interest of the said part ien of the first part therein. And the said Ferd N. Winters and Emma Winters, his wife 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

Five hundred &amp; no/100

Dollars, according to the terms of

two certain notes this day executed and delivered by the said Ferd N. Winters &amp; Emma Winters, his wife

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 sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, 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, his wife their heirs and assigns

IN WITNESS WHEREOF, The said part ien of the first part have hereunto set their hand &amp; seal the day and year first above written.

Witness to mark

Signed, sealed and delivered in presence of

E. L. Bacon

Boyd Kifer

Ferd N. Winters (SEAL)

Emma Winters (SEAL)

her mark

STATE OF KANSAS,

COUNTY OF Douglas ss. DE IT REMEMBERED, That on this 29 day of March A. D. 1929 before me Oma Bacon a Notary Public in and for said County and State,

came Ferd N. Winters and Emma Winters his wife to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

Legal Seal IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written. November 25 1931 Oma Bacon Notary Public.

My Commission expires

RELEASE.

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.

Witness my hand, this 14 day of August A. D. 1942

ATTEST: H. O. Gibson Cashier

The Peoples State Bank By E. E. Thelcombe

This release was written on the original mortgage entered this 14 day of August 1942 by E. E. Thelcombe Reg. of Deeds