

## MORTGAGE RECORD 90

The World Co. Lawrence, Kansas

FROM

Charles W. Winkelman and his wife, Etta R. Winkelman  
TO

The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 9 day of

April A.D. 1946, At 9:20: A.M.

Harold A. Beck  
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 22nd day of March in the year of our Lord nineteen hundred forty five between Charles W. Winkelman and his wife, Etta R. Winkelman

of the first part, and The Douglas County Building and Loan Association of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Two thousand and 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 2nd 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:

Lot No. Nine (9) in Block No. Twenty Three (23) in Sinclair's Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said parties of the first part 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 indefensible 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 Two thousand and no/100- Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said part 2nd 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 2nd 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 making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

Charles W. Winkelman (SEAL)

Etta R. Winkelman (SEAL)

STATE OF KANSAS, } ss. BE IT REMEMBERED, That on this 24th day of March A.D. 1946 before me the undersigned a Notary Public in and for said County and State, came Charles W. Winkelman and his wife, Etta R. Winkelman

(SEAL) to me personally known to be the same person who executed the foregoing instrument of writing 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 September 21st 1947 E. S. Gill Notary Public.

## RELEASE

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 24th day of July A.D. 1946

Attest:

(Comp Seal) The Douglas County Building and Loan Association  
By Pearl Longwell Secretary

This release was written on the original mortgage.

Harold A. Beck  
Register of Deeds  
1946