

4592
\$11.00

Receiving No. 26547

MORTGAGE RECORD 90

Reg. No. 4595
Fee Paid \$4.50

FROM
Harry X Winters, Sr. and his wife, Ethel V. Winters
TO
The Douglas County Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 31 day of
Jan A.D. 1946, at 9:10 A.M.
Harold A. Beck
Register of Deeds.
By _____ Deputy.

THIS INDENTURE, Made this 12th day of January in the year of our Lord nineteen hundred
forty-six between
Harry X. Winters, Sr. and his wife, Ethel V. Winters
of Lawrence in the County of Douglas and State of Kansas
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
Eighteen Hundred 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. Fifty One (51) on Connecticut Street, in 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 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—
Eighteen Hundred and no/100 Dollars, according to the terms of
one certain note this day executed and delivered by the said

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, to-
gether with the cost and charges of making such sale, and the surplus, if any there be, shall be paid by the part 2nd 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 ha ve hereunto set their hand and seal the day and
year first above written.

Signed, sealed and delivered in presence of
Harry X Winters Sr. (SEAL)
Ethel V Winters (SEAL)

STATE OF KANSAS, } BE IT REMEMBERED, That on this 30th day of January
Douglas County } ss.
A.D. 1946 before me the undersigned a Notary Public in and for said County and State,
came Harry X. Winters, Sr. and his wife, Ethel V. Winters

to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowl-
edged 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.

(SEAL)
My Commission expires May 5 1948 Ruth V. Myers 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 20th day of February A.D. 1946.

Attest:
The Douglas County Building and Loan Association
(Comp Seal) by Harold A. Beck Secretary

This release
was written
on the 20th day
of February
1946
Harold A. Beck
Reg. of Deeds