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23228  
MORTGAGE—REAL ESTATE BOOK 158 P-15-2TW 23228 Hall Litho. Co., Inc., Topeka

REGISTRATION FEE

No. 5,185  
Indebtedness \$12,500.00 Fee \$31.25  
Made this 25th day of November 1970

Register of Deeds, Douglas Co., Kansas

STATE OF KANSAS,

Douglas County, ss.

This instrument was filed for record on the  
25th day of November  
1970 at 3:48 o'clock P. M., and  
recorded in Book  
at page

Register of Deeds.

By Deputy.

FEES.

Registration fee,  
Register of Deeds, for recording \$3.00

THIS INDENTURE, Made this 21st day of November

1970, between  
Myrtle E. Penny, a single woman; and  
J. D. Brecheisen and Barbara Anne Brecheisen,  
husband and wife

of Douglas County, in the State of Kansas

as mortgagor, and

The Baldwin State Bank, a corporation

of Douglas County, in the State of Kansas

as mortgagee is as follows:

In consideration of the sum of  
Twelve Thousand Five Hundred - - - and NO DOLLARS,  
100

the receipt of which is hereby acknowledged, mortgagor hereby mortgages and  
warrants unto mortgagee, his/its heirs and assigns, all the following-described  
real estate situated in Douglas County, Kansas,  
to-wit,

The Northwest Fractional Quarter of Section Six (6),  
Township Fourteen (14), Range Twenty (20).

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances  
thereunto belonging or in anywise appertaining, forever. Mortgagor hereby covenants and agrees that at the delivery of this  
instrument mortgagor is the lawful owner of said property, and is seized of a good and indefeasible estate of inheritance therein,  
free and clear of all incumbrances except  
and that mortgagor will warrant and defend the same against all claims whatsoever.

Mortgagor agrees to pay all taxes assessed on said premises before any penalties or costs accrue thereon, and to keep said  
premises in good condition and repair and insured in favor of mortgagee in the sum of  
Twelve Thousand Five Hundred & No/100 - - - - - DOLLARS  
in an insurance company satisfactory to mortgagee.

This mortgage is given to secure the payment of a note in the sum of \$ 12,500.00 to mortgagee, with interest,  
which shall be paid as follows: In 120 monthly installments of \$158.36. The first installment  
to become due and payable the 21st day of December, 1970, then one installment to  
become due and payable on the 21st day of each succeeding month thereafter. Each  
installment shall first be applied in payment of the accrued interest and the balance  
of the installment shall be applied as a reduction of the principal balance.

NOW, if mortgagor shall pay or cause to be paid to mortgagee the above sum of money, together with the interest thereon,  
according to the terms and tenor of said note, then this mortgage shall be wholly discharged and void; and otherwise it shall  
remain in full force and effect. If said indebtedness, or any part thereof, or any interest thereon, is not paid when due, or if the  
taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are  
not paid when the same are by law due and payable, or if said insurance is not maintained by mortgagor, or if mortgagor does  
not maintain said property in good condition and repair, then the whole of said indebtedness, and interest thereon, shall become  
due and payable, at the option of the holder hereof, and said mortgagee shall be entitled to the possession of said premises, and  
may foreclose this mortgage and pursue any other lawful action available to mortgagee.

Executed by mortgagor on the day and year first above written.

J. D. Brecheisen  
Barbara Anne Brecheisen  
Barbara Anne Brecheisen

Myrtle E. Penny

STATE OF KANSAS, Douglas

BE IT REMEMBERED, That on this twenty-first day of November, 1970, before me, the  
undersigned, a Notary Public in and for the County and State aforesaid, came  
Myrtle E. Penny, a single woman; and J. D. Brecheisen and Barbara  
Anne Brecheisen, husband and wife  
who are personally known to me to be the same persons who executed the above mort-  
gage, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the  
day and year last above written.

(Seal)  
My commission expires March 14, 1974

Carl A. Butell Notary Public.

60034 TM 3-69 Rev. 3-69

This mortgage  
is written  
the original  
mortgage  
entered  
s 16th day  
September  
71  
Lorne Beem  
S. of Deeds

Recorded November 25, 1970 at 3:48 P. M.

RELEASE

The indebtedness herein described having been paid in full, this mortgage is hereby released, and  
the lien thereby created, discharged and canceled this 13th day of September, 1971.

THOMAS G. DILLON

THE BALDWIN STATE BANK

CARL A. BUTELL VP & Cashier

(Corp Seal)

Lorne Beem Register of Deeds