

MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 20th day of January in the year of our Lord 1912
hundred and Nineteen (1912), between Martin Breithaupt and Chloa May
Breithaupt, his wife of _____ in the County of

Douglas and State of Kansas, of the first part, and _____ of the second part:
A. F. Finley and F. C. Finley

Witnesseth, That the said parties of the first part, in consideration of the sum of
Four Thousand 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 parties of the second part their 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 the north east quarter of section Twenty Two (22) Township
Fourteen (14) of Range Twenty One (21)

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said
Martin Breithaupt and Chloa May Breithaupt, 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
Four Thousand Dollars
 according to the terms of one certain Note this day executed
 and delivered by the said Martin Breithaupt and Chloa May Breithaupt, his wife to the said part 1st 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 payment, 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 1st 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 1st making such sale, on demand, to said first parties
 heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Martin Breithaupt [SEAL]
Chloa May Breithaupt [SEAL]
 _____ [SEAL]

STATE OF KANSAS,

Johnson County } ss.

BE IT REMEMBERED, That on this 20 day of January A. D. 1912, before me,
M. J. Kelly a Notary Public in and for said County and State, came
Martin Breithaupt and Chloa May Breithaupt
 _____ to me personally known to be the same
 person who executed the foregoing instrument 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

Sept 8th 1912

M. J. Kelly Notary Public.

Filed for Record the 22 day of January A. D. 1912, at 10 o'clock 9 M.

Floyd L. Lawrence Register of Deeds.
 _____ Deputy.

This instrument is subject to the provisions of the Act of March 2, 1909, relating to the recording of mortgages, and is hereby released and by
 me hereby created discharged. As witness my hand this 22nd day of January, A. D. 1912.
 A. F. Finley
 F. C. Finley

Recorded Jan 23 1912
 F. C. Finley
 Register of Deeds