

## MORTGAGE RECORD.

This Indenture, Made this 14<sup>th</sup> day of March in the year of our Lord one thousand nine hundred ninety between Herbert N. Breckensen & Anna V. Breckensen, his wife in the County of Douglas and State of Kansas, of the first part, and Eduard Raab Trustees Kansas Yearly Meeting of Friends a Corporate Body of the second part:

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

Three 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 part of of the second part, his 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:

East One-half (1/2) of North-west quarter (1/4) and the North half (1/2) of the South-west quarter (1/4) of the North-west quarter (1/4) all in section Thirteen (13) Township Thirteen (13) Range Twenty (20) in Douglas County, Kansas

with the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said

Herbert N. Breckensen & Anna V. Breckensen 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 indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Three Thousand DOLLARS,

according to the terms of One certain promissory note, this day executed by the said

Herbert N. Breckensen and Anna V. Breckensen to the said part of of the second part, said note being given for the sum of

Three Thousand DOLLARS, dated March 14, 1912, due and payable in Five years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of 50.00 dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises

insured in favor of the said mortgagee, in the sum of Eighteen Hundred DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part of of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not, at the option of the part of of the second part; and it shall be lawful for the part of of the second part, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not at the option of the part of of the second part, his executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part of making such sale, on demand to the said Herbert N. Breckensen, his heirs and assigns.

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

A. M. Morrison

Herbert N. Breckensen (SEAL)

Anna V. Breckensen (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 14 day of March, A. D. 1912, before me,



A. M. Morrison a Notary Public in and for said County and State, came to me personally known to be the same persons 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 Feb 20 1915 A. M. Morrison Notary Public.

Filed for Record on the 18 day of March, A. D. 1912 at 10 o'clock A.M.

Gloyd L. Lawrence Register of Deeds.  
Deputy.

This mortgage is subject to the original instrument  
 The mortgage herein described having been paid in full, this mortgage is hereby released and discharged. As witness my hand this 14<sup>th</sup> day of March A. D. 1912.  
A. M. Morrison Clerk of the Court  
 County of Douglas State of Kansas

Recorded March 15<sup>th</sup> 1912  
Gloyd L. Lawrence  
 Register of Deeds.

This mortgage is subject to the original instrument

Recorded March 17<sup>th</sup> 1912