

## Mortgage Record No. 52.

This Indenture, Made this 10<sup>th</sup> day of February in the year of our Lord  
Nineteen hundred and twenty, between John W. Breithaupt  
Lottie Breithaupt his wife of Baldwin in the County of  
Douglas and State of Kansas, of the first part, and  
Susan Hardtke of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
\$ Sixty Nine hundred 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 y of the second part her 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:

The North East fractional Quarter (21E4) of Section No. One (1)  
Township fifteen (15) Range Eighteen (18) County 40 State  
aforsaid.

with all its appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
John W. Breithaupt & Lottie Breithaupt  
 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  
Sixty Nine hundred Dollars  
 according to the terms of One certain Note this day executed  
 and delivered by the said John W. Breithaupt & Lottie Breithaupt to the said part y of the second part  
due March 1-1921 with 6% interest payable annually

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 there-  
 of, 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 y of the second part her executors, adminis-  
 trators 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 surplus, if any there be, shall be paid by the part y making such sale, on demand, to said John W.  
Breithaupt & Lottie Breithaupt, their heirs and assigns.

IN WITNESS WHEREOF, The said part us 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

John W. Breithaupt (SEAL)  
Lottie Breithaupt (SEAL)  
 (SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 10<sup>th</sup> day of Feb A. D. 1920, before me,  
John W. M. Blank Notary Public in and for said County and State, came  
John W. Breithaupt & Lottie Breithaupt, his  
wife 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 May 15 1915

W. M. Blank

Notary Public.

Filed for Record the 3rd day of March

A. D. 1920, at 10<sup>04</sup> o'clock A. M.

Floyd Lawrence Register of Deeds.  
Geo. B. Wright Deputy.

This Indenture is intended as a mortgage to secure the payment of the sum of Sixty Nine hundred Dollars, and the same 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 y of the second part her 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 surplus, if any there be, shall be paid by the part y making such sale, on demand, to said John W. Breithaupt & Lottie Breithaupt, their heirs and assigns.

Recorded March 9 1920  
 Estate of Breithaupt  
 June 2nd 1920

For Assignment See Book 54 Page 468