

Mortgage Record No. 52.

This Indenture, Made this Seventh day of May in the year of our Lord one thousand nine hundred and fourteen between Ida M. E. Breithaupt and John J. Breithaupt, her husband of Douglas in the County of Douglas and State of Kansas, of the first part, and J. L. Pettigrew & Co. of Olath Johnson County Kansas of the second part: Three Hundred Sixty five 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 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:

The West half ($\frac{1}{2}$) of the Northeast quarter ($\frac{1}{4}$) and the East half ($\frac{1}{2}$) of the East half ($\frac{1}{4}$) of the Northwest quarter ($\frac{1}{4}$) of Section Number Fourteen (14), Township Number Fifteen (15), Range Number Twenty (20), East of the Sixth (6th) Principal Meridian in Douglas county, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies 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^s 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

according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said part ies of the second part and note dated Olath, Mo. May 7, 1914 due one year after date bearing 10% after maturity until paid 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 ies 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 ies making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hand^s and seal^s the day and year first above written.

Signed, Sealed and Delivered in presence of

J. H. Thomas

Ida M. E. Breithaupt (SEAL)
John J. Breithaupt (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 8th day of May A. D. 1914, before me, H. Bristow a Notary Public in and for said County and State, came Ida M. E. Breithaupt and John J. Breithaupt, her husband to me personally known to be the same persons 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 Nov 17th 1914

H. Bristow

Notary Public.

Filed for Record the 21 day of May A. D. 1914, at 9³⁰ o'clock a M.
Floyd L. Lawrence Register of Deeds.
Deputy.

(The following is returned on the official instrument)

The sole herein described having been paid in full, this mortgage is hereby returned and the same is hereby created discharged. As witness my hand this 21st day of May A. D. 1914.

J. L. Pettigrew & Co.

By J. L. Pettigrew a manager of the firm

Recorded March 15 1916

Floyd L. Lawrence

Register of Deeds.

W. B. McGee

Deputy