

MORTGAGE RECORD NO. 55.

This Indenture, Made this 20th day of January in the year of our Lord Nineteen Hundred and Seventeen, between Martin Breithaupt and Chloa May Breithaupt his wife of Edgerton in the County of Douglas and State of Kansas, of the first part, and E. C. Finley of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Seventeen Hundred and 70/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgage to the said part 2d 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: All of the North East Quarter (4) 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 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 Seventeen Hundred (\$1700.00) Dollars according to the terms of One certain Note this day executed and delivered by the said Martin and Chloa May Breithaupt to the said part 2d 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 2d of the second part, his 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 2d making such sale, on demand, to said first parties their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha hereunto set their hand s and seal s 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, } ss.
Johnson County

BE IT REMEMBERED, That on this 20th day of January A. D. 1917, before me, V. F. Braun a Notary Public in and for said County and State, came Martin Breithaupt and Chloa May Breithaupt his wife to me personally known to be the same person s 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 August 28th 1919. V. F. Braun Notary Public.

Filed for Record the 22nd day of January A. D. 1917, at 10²³ o'clock AM.
Edith Northrup Register of Deeds.
W. E. Armstrong Deputy.

This Indenture is subject to the original instrument in the hands of the parties thereto. The receipt of which is hereby acknowledged. The receipt of which is hereby acknowledged. The receipt of which is hereby acknowledged.

Recorded Jan 9th 1917
E. C. Finley
Register of Deeds