

## MORTGAGE RECORD NO. 55.

This Indenture, Made this Eight day of March in the year of our Lord Nineteen hundred and seventeen, between Ida M. Breithaupt and John J. Breithaupt her husband of Baldwin in the County of Douglas and State of Kansas, of the first part, and J. H. Cattyjohn & Co. of Platte Kansas of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Four hundred seventy two and 00/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do grant, bargain, sell and mortgage to the said part ies 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 (1/2) of the Northeast quarter (1/4) and the east half (1/2) of the Northwest quarter (1/4) of section Number Fourteen (14) Township Number Fifteen (15) Range number Twenty (20) East of the sixth (6) P.M. 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 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 \$472.95 according to the terms of One certain Note this day executed by and delivered by the said parties of the first part to the said part ies of the second part said note dated Olathe Kansas March 8<sup>th</sup> 1917 nine months after date bearing 10% interest from 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 part 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 ha ve hereunto set their hand S and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

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

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 8<sup>th</sup> day of March A. D. 1917, before me, Ida M. Breithaupt and John J. Breithaupt her husband a Notary Public in and for said County and State, came 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 Jan. 13<sup>th</sup> 1921

O. M. Holliday Notary Public.

Filed for Record the 16<sup>th</sup> day of March A. D. 1917, at 9<sup>45</sup> o'clock P.M.

Estelle Northrup Register of Deeds.  
Deputy.

The following is referred to in the original instrument:  
 There is herein described having been paid in full, this mortgage is hereby released and the  
 same hereby sealed discharged. As witness my hand this 23<sup>rd</sup> day of March A. D. 1917  
J. H. Cattyjohn & Co.  
Notary Public in and for Douglas County, Kansas  
My Comm. Expires Jan. 13<sup>th</sup> 1921