

MORTGAGE RECORD NO. 58

The following is endorsed on the original instrument.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

At witness my hand this March 7 day of March A.D. 1926

Charles Henry Brecheisen

Attest:

Recorded March 11 - 1926
Earl E. Wellman
 Registrar of Deeds

This Indenture, Made this 21 day of February in the year of our Lord nineteen hundred twenty between John H. Brecheisen Jr. and Georgia Brecheisen, his wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and Charles Henry Brecheisen of the second part:

WITNESSETH That the said party of the first part, in consideration of the sum of Six 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 party 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: The East half of the Northwest Quarter (E 1/2 NW 1/4) Section Eleven (11) Township fifteen (15) Range Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said John H. Brecheisen Jr. and Georgia Brecheisen 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Six Thousand Dollars according to the terms of one certain note this day executed and delivered by the said John H. Brecheisen Jr. and Georgia Brecheisen to the said party of the second part due in five years 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 payments 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 party 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 sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said John H. Brecheisen Jr. and Georgia Brecheisen their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

John H. Brecheisen Jr. (SEAL)
Georgia Brecheisen (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 21 day of February A. D. 1926, before me, A. M. Clark a Notary Public in and for said County and State, came John H. Brecheisen Jr. and Georgia Brecheisen his wife, 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 May 18 1923

Filed for Record the 25 day of Feb A. D. 1926 at 1:35 o'clock A.M.
Arthur M. Clark Notary Public.
Estelle D. Thompson Register of Deeds
Turner Horn Deputy.

The following is endorsed on the original instrument.
 The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

Recorded Dec. 4 - 1927