

## MORTGAGE RECORD NO. 60

The following is enforced on the original instrument.

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

A witness my hand this 3<sup>rd</sup> day of April A. D. 1923

*The Baldwin State Bank*  
Wm. Clark, Cash.

(Comp Seal)

Recorded April 4<sup>th</sup> 1923  
J. A. E. Chubbman  
Register of Deeds

This Indenture, Made this 3<sup>rd</sup> day of March in the year of our Lord  
Nineteen hundred Twenty Two between John W. Breithaupt and  
Lottie Breithaupt his wife of Baldwin in the County of  
Douglas and State of Kansas, of the first part, and  
The Baldwin State Bank of the second part:

WITNESSETH That the said part 1<sup>st</sup> of the first part, in consideration of the sum of  
Thirty five hundred 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 2<sup>d</sup> of the second part, its successors 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 Quarter (N.E. 1/4) Section One (1) Township  
fifteen (15) Range Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said  
John W. Breithaupt and Lottie Breithaupt his wife  
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.

subject a first mortgage of \$3500.00

This Grant is intended as a Mortgage to secure the payment of the sum of  
Thirty five hundred Dollars

according to the terms of one certain note this day executed  
and delivered by the said John W. Breithaupt and Lottie Breithaupt to the said part 2<sup>d</sup> of the second part  
due in two years with 8% interest payable annually

and this conveyances 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 2<sup>d</sup> of the second part, its successors, 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 1<sup>st</sup> making such sale, on demand, to said John W. Breithaupt and Lottie Breithaupt their heirs and assigns.

IN WITNESS WHEREOF, The said part 1<sup>st</sup> of the first part have hereunto set their hand and seal of the day and year first above written.

Signed, Sealed and Delivered in the presence of

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

STATE OF Kansas  
Douglas County } ss.

BE IT REMEMBERED, That on this 3<sup>rd</sup> day of March A. D. 1922, before me,

W. M. Clark, Notary Public in and for said County and State, came

John W. Breithaupt and Lottie Breithaupt

(L. S.) his wife appearing to me personally known to be the same person, who executed the foregoing instrument and duly acknowledged 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 1923 W. M. Clark Notary Public.

Filed for Record the 15 day of Nov A. D. 1922 at 10<sup>46</sup> o'clock A. M.

Estelle Northrup Duffer Register of Deeds  
E. B. Kline Deputy.