

with the interest thereon according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon or interest or principal of any prior mortgage, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon shall by these presents, become due and payable at the option of said party of the second part, and said party of the second part, shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with or without appraisal, and with or without receiver, as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest or in any of the conditions of this contract. Said party of the second part may at its option make any payments necessary to remove any outstanding title, lien or incumbrance, on said premises other than herein stated, and sums so paid shall become a part of the principal debt and shall become a lien upon this real estate and be secured by this mortgage and may be removed with interest at the rate of ten per cent per annum in any suit for foreclosure.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

State of Kansas ss.
County of Douglas.

R.G. Brown
Lottie Brown.

Be It Remembered, That on this 7th day of August A.D. 1924 before the undersigned a Notary Public within and for the County and State aforesaid came R.G. Brown and Lottie Brown his wife, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

L.S.
My Commission expires Nov. 13th 1927.

J.R. Brasfield

ASSIGNMENT

(The following is endorsed on the Original Instrument record in Book 65 Page 563)

From
To
Central Trust Co.
Granite Savings Bank & Trust Co.

State of Kansas, Douglas County, ss.
This Instrument was filed for record
on the 13 day of August 1924 at 9:30
By *Joe Williams* Register of Deeds

By *Joe Williams* Deputy

FOR VALUE RECEIVED The Central Trust Co hereby assigns the within mortgage and the debt secured thereby to Granite Savings Bank & Trust Co., Larre Vermont August 9, 1924

Corp Seal

The Central Trust Co.
By J H Burrow Jr Vice-President

State of Kansas ss
Shawnee County

Be It Remembered that on this day of Aug 9 1924 before me the undersigned a notary public in and for the County and State aforesaid came J H Burrow Jr Vice President of The Central Trust Co a corporation to me personally known to be such officer and the same person who executed the foregoing assignment of mortgage on behalf of said corporation, and he duly acknowledged the execution of the same as his free act and deed as such officer, and the free act and deed of said corporation.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal the day and year last above written.

(L.S)

E S Lindblade
Notary Public

Commission expires January 21st 1926

MORTGAGE

From
To
George S Bretnall
Baldwin State Bank

State of Kansas) Douglas County, ss
This Instrument was filed for record
on the August 13, 1924 at 3:55 P.M.

By *Joe Williams* Register of Deeds
By *Joe Williams* Deputy

This Indenture made this 11th day of August 1924 between George S Bretnall and Martha Bretnall his wife of Douglas County in the State of Kansas of the first part and The Baldwin State Bank of Baldwin City in Douglas County in the State of Kansas of the second part:

WITNESSETH That the said parties of the first part in consideration of the sum of Eighteen hundred Dollars the receipt of which is hereby acknowledged do by these presents grant bargain sell and convey unto said party of the second part its successors and assigns all the following described Real Estate, situated in the County of Douglas and State of Kansas, to wit:

Lots numbered One Hundred twenty three (123) one hundred twenty five (125) one hundred twenty seven (127) and one hundred twenty nine (129) on Chapel Street Baldwin City County and State aforesaid.

TO HAVE AND TO HOLD THE SAME together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining forever.

PROVIDED ALWAYS, And these presents are upon this express condition that whereas said George S Bretnall and Martha Bretnall have this day executed and delivered sixty certain promissory notes to said party of the second part, for the sum of Twenty two hundred fifty DOLLARS bearing even date herewith, payable at Baldwin State Bank, Baldwin, Kansas, in equal installments of Thirty Seven 50/100 DOLLARS each, the first installment payable on the 1st day of October, 1924, the second installment on the 1st day of November, 1924, and one installment on the 1st days of each month and thereafter in each year thereafter, until the entire sum is fully paid. And if default be made in the payment of any one of said installments

The following is endorsed on the original instrument
The note herein described having been paid in full, this mortgage is hereby recorded
released and the lien thereby created discharged.
As witness my hand this
day of February 1927
Attest: *Joe Williams* Register of Deeds
Baldwin State Bank
W. M. Clark - Vice President