

MORTGAGE RECORD 66

557

11 day of
1905 A.M.
llman
Register of Deeds.
Deputy.

Lord, one thousand nine
sas
y. of the second part.
duly paid, the receipt of
y. of the second part,
wit:
arter
(20)

as above granted, and seized of
that may be levied or assessed
made in such sum and by such
the extent of 100
red as herein provided, then the
ture, and shall bear interest at
DOLLARS,
19.25
and also to secure any sum or
the event that said part 100
payments or any part thereof
on kept up, as provided herein,
e and the whole sum remaining
and payable at the option of the
of the said premises and all the
granted, or any part thereof,
charge incident thereto, and the
ers from shall extend and insure
the day and year
(SEAL)
(SEAL)
(SEAL)
(SEAL)

D. 19.25, before me, a
Notary Public.
Glannhan
Notary Public.
authorize the Register of
Mortgage. Owner.

FROM

Mildred L. Bretz and Geo. J. Bretz.
TO
Baldwin State Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 17th day of
March A. D. 1925, At 1:15 P. M.

By: *Ira E. Wellman*
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 14 day of March, in the year of our Lord, one thousand nine hundred and twenty-five, between Mildred L. Bretz and George Bretz her husband

of Topeka in the County of Shawnee and State of Kansas
part 100 of the first part, and The Baldwin State Bank of Baldwin City, Kansas.

WITNESSETH, that the said part 100 of the first part, in consideration of the sum of Three hundred no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha. ye sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part y. of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Their undivided One Twelfth interest in the
South East quarter of Section Twenty Six (26)
Township Fourteen (14) Range Nineteen (19).

with the appurtenances and all the estate, title and interest of the said part 100 of the first part therein.

And the said part 100 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,

and that they will warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the part 100 of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that

And in the event that said part 100 of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part 100 of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Three hundred

DOLLARS,

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 14 day of March 19.25 and by 100 terms made payable to the part y. of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part y. of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 100 of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the building on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part y. of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part y. making such sale, on demand, to the first part 100.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the part 100 of the first part ha. ye herunto set their hand, s. and seal s. the day and year last above written.

Mildred L. Bretz (SEAL)

Geo. J. Bretz. (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas) ss.
COUNTY OF Douglas

BE IT REMEMBERED, That on this 14 day of March A. D. 1925, before me, a Notary Public in the aforesaid County and State, came Mildred L. Bretz formerly Mildred Lederer and Geo. J. Bretz her husband.

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 herunto subscribed my name, and affixed my official seal on the day and year last above written.

L. S. My Commission Expires on the 15 day of March 19.27 F. M. Clark Notary Public

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 17 day of March 19.28

Corp Seal

The Baldwin State Bank
W. M. Clark Vice Pres.
W. B. Butell Cashier

Pay Fee
No. 160
75V

19.25
March
28
Ira E. Wellman
Reg. of Deeds.