

MORTGAGE RECORD 66

Reg. Fee.
No. 267

13.75

FROM

John W. Breithaupt et al
TO

Baldwin State Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 4 day of
April A. D. 1925, At 9:30 A. M.Jas. E. McElman
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 3rd day of March, in the year of our Lord, one thousand nine
hundred and twenty-five between John W. Breithaupt & Lottie Breithaupt his wifeof Baldwin in the County of Douglas and State of Kansas
part of the first part, and The Baldwin State Bank part of the second part.WITNESSETH, that the said part 105 of the first part, in consideration of the sum of
Fifty five hundred DOLLARS, to duly paid, the receipt of
which is hereby acknowledged, have 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:

The North East Quarter (NE*) Section One (1) Township fifteen (15)

Range Eighteen (18)

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

And the said part 105 of the first part 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 except a first mortgage of \$6500.00

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

It is agreed between the parties hereto that the part 105 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 become due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such
insurance company as shall be specified and directed by the part Y of the second part, the less, if any, made payable to the part Y of the second part to the extent of
interest. And in the event that said part 105 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 Y 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

Fifty five hundred DOLLARS,

according to the terms of 000 certain written obligation for the payment of said sum of money, executed on the 3rd day of March 1925
and by 105 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 Y
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 buildings 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 or its successor 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
overplus, if any there be, shall be paid by the part Y making such sale, on demand, to the first part 105.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 105 of the first part has hereunto set their hands and seal the day and year
last above written.

John W. Breithaupt (SEAL)

Lottie Breithaupt (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.
COUNTY OF Douglas }BE IT REMEMBERED, That on this 3rd day of March A. D. 1925, before me, a
Chas. E. Books in the aforesaid County and State, came John W. Breithaupt,
& Lottie Breithaupt his wife

L. S.

to me personally known to be the same person as 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.

My Commission Expires on the 7th day of Apr. 1925 Chas. E. Books 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 19 day of March 1925.The Baldwin State Bank
Corp. seal. W. M. Clark Vice Pres.
C. B. Buttel Cashier.