

## REAL ESTATE MORTGAGE

FROM  
Fred Bahmaier, Annie Bahmaier.  
TO  
C. F. Bahmaier

State of Kansas, County of Douglas, ss  
This instrument was filed for record  
this 10th day of March, A. D. 1925, at  
10:00 o'clock A. M.

*Geo. E. Wellman*  
Register of Deeds.

This Indenture, Made this 20<sup>th</sup> day of December in the year of our Lord one thousand nine hundred and twenty four, between Fred Bahmaier, and Annie Bahmaier, his wife in the County of Douglas and State of Kansas, of the first part, and C. F. Bahmaier, of the second part,  
WITNESSETH, That the said party of the first part, in consideration of the sum of \$1500.00 Fifteen 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 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 south-east Quarter, (S.E. 1/4) and Lots numbered one (1) and two (2) in section numbered thirty, (30) in township numbered eleven (11) south of range numbered eighteen, (18) east of the sixth (6<sup>th</sup>) principal meridian, less 37 acres belonging to McClANAHAN and comprising railroad right of way, being about 150 acres, and known as the GLENDALE farm, with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Fred Bahmaier, and Annie Bahmaier (his wife) 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, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of FIFTEEN HUNDRED Dollars, according to the terms of One certain promissory note this day executed by the said Fred Bahmaier, and Annie Bahmaier, (his wife) to the said party of the second part; said note being given for the sum of Fifteen Hundred Dollars, dated December, 20<sup>th</sup> 1924, due and payable in Five Years from date hereof with the privilege to pay \$100.00 or any multiple thereof at any interest period, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payment be made as in said note and coupons there- to attached, and as is hereinafter specified. And the said part of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of -----Dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the part of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent. per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable, or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, his executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law-appraisal hereby waived or not, at the option of the party of the second part, his executors, administrators, or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any therebe, shall be paid by the part making such sale, on demand, to the said Fred Bahmaier, and Annie Bahmaier, their heirs or assigns.

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

Signed and delivered in presence of

Fred Bahmaier (Seal)  
Annie Bahmaier (Seal)

State of Kansas, Shawnee, County, ss.

BE IT REMEMBERED, That on this 20<sup>th</sup> day of December, A. D. 1924, before me, the undersigned, a notary Public, in and for the County and State aforesaid, came Fred Bahmaier, and Annie Bahmaier, (his wife), to me personally known to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, on the day and year last above written.

(Seal)

L. S.

J. E. Shaffer,  
Notary Public.

My commission expires June 19<sup>th</sup>, 1927.

## RELEASE OF MORTGAGE.

From,  
The Federal Land Bank of Wichita,  
Wichita, Kansas.  
To  
I. T. Herd.

State of Kansas, County of Douglas, ss.  
This instrument was filed for record  
this 10<sup>th</sup> day of March, A. D. 1925, at  
10:46 o'clock A. M.

*Geo. E. Wellman*  
Register of deeds

For and in consideration of the sum of one dollar and other valuable consideration, the receipt whereof is hereby acknowledged, THE FEDERAL LAND BANK OF WICHITA, Wichita, Kansas, hereby releases, discharges and cancels the following described mortgage, to-wit: