

## MORTGAGE RECORD 69

FROM

Frederick Brokmann et al.  
TO

Watkins Nat'l. Bank.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 16 day of  
Dec. A. D. 1925, at 8:55 A. M.By *Sam E. Williams* Register of Deeds.  
Deputy.

THIS INDENTURE, Made this fifteen day of December, in the year of our Lord, one thousand nine hundred and twenty five between Frederick Brokmann & Katharina Brokmann his wife of Leecompton in the County of Douglas and State of Kansas part ies of the first part, and Watkins National Bank. part y of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of DOLLARS, to them duly paid, the receipt of Seven Hundred Sixty five (\$765.00) and no/100 Grant, Bargain, Sell and Mortgage to the said part y of the second part, which is hereby acknowledged, he vs sold, and by this indenture do Douglas and State of Kansas, to-wit: to following described real estate situated and being in the County of

The west half ( $\frac{1}{2}$ ) of the northwest one fourth ( $\frac{1}{4}$ ) of section three (3) Township thirteen (13) Range eighteen (18) Douglas County, Kansas

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

And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner S of the premises above granted, and sold of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except a mortgage of \$2500.00 given to the Wichita

Joint Stock Land Bank, Wichita Kansas.

It is agreed between the parties hereto that the part ies 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 or 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 its interest. And in the event that said part ies 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

Seven hundred sixty five (\$765.00) and no/100 DOLLARS, 15th day of December 1925.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 15th day of December 1925.

and by its 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 ies

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 provided, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof, or any of the covenants herein, 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

part y of the second part, its heirs or assigns to take possession of the said premises and all 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 profits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all money 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 ies making such sale, on demand, to the first part.

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 ies of the first part ha vs hereunto set their hand S and seal S the day and year last above written.

Frederick Brokmann (SEAL)

Katharina Brokmann. (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas  
COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 15th day of Dec. A. D. 1925, before me, a

Notary Public in the aforesaid County and State, came

Frederick Brokmann and Katharina Brokmann

to me personally known to be the same person S who executed the foregoing instrument and duly acknowledged the execution of the

written.

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 on the 10 day of April 1927 A.F. Flinn 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

day of Apr. 30 1927.

Cap Seal Watkins National Bank Mortgagee.

E. F. Huddleston Cashier.

This mortgage  
was  
originally  
filed  
on the  
13th day  
of April  
1925  
at  
8:55 A.M.  
by  
Sam E. Williams  
Reg. of Deeds.

Deputy