

## MORTGAGE RECORD 74

Reg. No. 3312  
Fee Paid, \$ 11.25

FROM

John W. Breithaupt & Wife  
TO

The Baldwin State Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 20 day of March A. D. 19 28 at 1:25 P.M.

Isa E. Wellman  
Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 19<sup>th</sup> day of March in the year of our Lord, one thousand nine hundred and twenty eight between John W. Breithaupt and Lottie Breithaupt his wife

of Baldwin in the County of Douglas and State of Kansas  
parties of the first part, and The Baldwin State Bank  
of Baldwin City, Kansas part Y of the second part.

WITNESSETH, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of Forty Five Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have ve 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 <sup>4</sup>) of Section Number One (1) Township fifteen (15) South Range Eighteen (18) East containing One Hundred fifty eight acres more or less

with the appurtenances and all the estate, title and interest of the said part-<sup>ies</sup> of the first part therein.

And the said lessors 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 dated  
March 1-1928 payable to the Commerce Trust Co. K.C. Mo.

It is agreed between the parties hereto that the party 168 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 ~~pay~~ keep the building, tract and real estate insured against fire and tornado in each year

and by such insurance ~~pay as shall be specified and directed by the part of the second part, the loss, if any, made payable to the part~~ of the second part to the extent of interest. And in the event that said part Y of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as ~~then~~ 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

THIS GRANT is intended as a mortgage to secure the payment of the sum of **Forty Five Hundred-----**

according to the terms of one certain written obligation \_\_\_\_\_ for the payment of said sum of money, executed on the 19<sup>th</sup> day of March 19-28 and by its terms made payable to the part 7<sup>th</sup> 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 7<sup>th</sup> 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 10<sup>th</sup> 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 and 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 and 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 from the said premises, and to sell the same, hereby grant and give unto the said receiver full power, sole privilege and authority, that he should and lawfully might, in and about the said premises, do and cause to be done, all such things as should and lawfully might be done, in and about the said premises, in order to the recovering of 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 \_\_\_\_\_ making such sale, on demand, to the said first \_\_\_\_\_.

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 parties of the first part have hereunto set their hand and seal, the day and year last above written.

John W. Breithaupt (SEAL)

Lottie Breithaupt (SEAL)

(SEAL)

\_\_\_\_(SEAL)

STATE OF Kansas )  
COUNTY OF Douglas ) ss.

BE IT REMEMBERED That on this 19<sup>th</sup> day of March A. D. 19 23 before me,

Notary Public in the aforesaid County and State, came John W. Breithaupt and Lottie Breithaupt his wife

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

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 15 day of May 19 31

W. 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 29 day of Oct, 1934

Baltimore State Bank  
C. B. Rutell Cashier Mortgagee. Owner.  
Chas. F. Becker V. P.

This Release  
was written  
on the original  
Mortgage.

entered  
this 18 day  
of June  
18 30

Elsie C. Armstrong  
 1847-1904  
 Granddaughter of John

carb. bead