

MORTGAGE

THIS INDENTURE, Made this 1st day of Nov. in the year of our Lord one thousand nine hundred and thirty two, between Albert Brecheisen and Anna L. Brecheisen of Baldwin, in the County of Douglas and State of Kansas parties of the first part, and John Brecheisen Sr. part\_ of the second part; WITNESSETH, That the said parties of the first part, in consideration of the sum of \$2000.00 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 North East Quarter of the North East Quarter, Section Twenty four (24) Township Fourteen (14) Range Twenty (20)

with the appurtenances, and all the estate, title and interest of the said parties of the first part herein. And the said parties 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 encumbrances whatsoever. First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than (\$1300.00) Thirteen hundred Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor, with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$2000.00 Two thousand and no/100 DOLLARS, according to the terms of a certain mortgage note or bond, this day executed by the said parties of the first part, and payable on the 1st day of Nov. 1937, to the order of said second party. Said note to draw interest at the rate of 5% per annum interest payable semi annually privilege is given to pay on principle any amount at any interest payment date. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder hereof; and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to take possession of the said premises, and all the improvements thereon, and receive the rents, issues and profits thereof, 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 of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said first parties or their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

Albert Brecheisen (Seal)  
Anna L. Brecheisen (Seal)

State of Kansas )  
Franklin County, ) SS.

BE IT REMEMBERED, That on this 30th day of Nov. A. D. 1932, before me, a Notary public in and for said County and State, came Albert Brecheisen and Anna L. Brecheisen 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.

Legal Seal  
Commission expires Feb. 24th 1936

H. E. Jewell  
Notary Public

Recorded Dec. 2, A. D. 1932 at 1:00 P. M.

Register of Deeds

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by Leora Lee Hadley and Lydia Hadley, his wife dated the 25th day of November, A. D. 1916, which is recorded in Book 55 of Mortgages, page 637, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released. Dated this 28th day of November, A. D. 1932.

Corp. Seal  
Attest:  
V. C. Gibbon  
Cashier

Peoples State Bank  
Baldwin, Kans.

C. E. Holcombe  
Vice-Pres.

Exp. No. 2044  
Fees Paid 2.00

This is a copy of the original instrument, this 7th day of May 1941.  
H. E. Jewell  
Notary Public  
Douglas County, Kansas  
Recorded Dec. 2, 1932 at 1:00 P. M.  
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Notary Public  
Douglas County, Kansas  
Recorded Dec. 2, 1932 at 1:00 P. M.