

# MORTGAGE RECORD No. 79

277

## MORTGAGE

THIS INDENTURE, Made this 2nd, day of Oct. in the year of our Lord one thousand nine hundred and thirty four, between John Brecheisen Jr. and Georgia Brecheisen husband and wife of \_\_\_\_\_, in the County of Douglas and State of Kansas parties of the first part, and John Brecheisen Sr. party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$4500.00 Forty five hundred and no/100 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 West one half (½) of the North west Quarter (N.W.¼) Section Eleven (11) Township fifteen (15) Range Eighteen (18)

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.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$4500.00 Forty five hundred 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 2nd. day of Oct. 1939, to the order of said second party. Said note to draw interest at the rate of 5% interest payable annually.

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

John Brecheisen Jr. (Seal)  
Georgia Brecheisen (Seal)

STATE OF KANSAS. }  
Franklin County, } SS.

BE IT REMEMBERED, That on this 2 day of Oct. A. D., 1934, before me, a Notary Public in and for said County and State, came John Brecheisen Jr. and Georgia 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 Oct. 4, A. D. 1934 at 8:35 A. M.

*[Signature]* Register of Deeds.

## ASSIGNMENT

(The following is endorsed on the original instrument recorded in Mortgage Book 54, Page 553)

Know all men by these presents that C O Britton and Zella Britton his wife, the within named mortgagees in consideration of Seventeen hundred and ninety-one dollars and forty cents (\$1791.40) to them in hand paid the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer set over and convey unto I. C. McKinzie heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note debts and claims thereby secured and covenants therein contained. To have and to hold the same forever, subject nevertheless to the conditions therein named.

In Witness Whereof the said mortgagees have hereunto set their hands on this the 2nd day of July 1934.

C. O. Britton  
Zella Britton

State of Kansas, Douglas County SS

Be It Remembered that on this the 2nd day of July 1934 before me the undersigned a Notary Public in and for said county and state, came C O Britton and Zella Britton his wife to me personally known to be the same persons who executed the above and foregoing assignment and such persons duly acknowledged the execution of the same.

In Witness Whereof I have hereunto set my hand and affixed my official seal on the day and year last above written.

Legal Seal  
My Commission expires Jan 23, 1935

Myrtle McConnell  
Notary Public

Recorded Oct. 6, A. D. 1934 at 4:15 P. M.

*[Signature]* Register of Deeds

2502  
11207

*This is a Mortgage having been paid in full, it is hereby released on the original instrument filed & day of January 1935*  
*John Brecheisen Jr. Esq.*  
*Georgia Brecheisen, executrix*