

DOUGLAS COUNTY

STATE OF KANSAS,)
County of Douglas) SS.:

Be it remembered, that on this 1st day of March A.D. 1938, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Minnie B. Edelbrock and Pete Edelbrock, her husband who are personally known to me to be the same persons who executed the foregoing mortgage, and such persons duly acknowledged the execution of the same.

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

(SEAL) Term expires June 26, 1939

C. B. Hosford
Notary Public, Douglas County, Kansas.

Recorded March 3, 1938 at 4:00 P.M.

Harold A. Beck Register of Deeds.

Receiving No. 5643 <

(THE Following is endorsed on the original instrument, recorded in Book 76 at Page 375)

A S S I G N M E N T

For Value Received, the undersigned owner of the within mortgage, does hereby assign and transfer the same to The Lawrence National Bank, Lawrence, Kansas

George D. Wall

STATE OF Kansas)
COUNTY OF Douglas) SS:

Be It Remembered, that on this 3rd day of October A.D. 1932 before me, the undersigned, a Notary Public in and for said County and State, came George D. Wall the mortgagee named in the foregoing mortgage to me known to be the same person as executed the foregoing assignment of such mortgage, and such person duly acknowledged the execution of said assignment.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

Geo. W. Kuhne
Notary Public.

(SEAL) My Commission Expires Jan 25 1934

Recorded March 4, 1938 at 1:55 P.M.

Harold A. Beck Register of Deeds.

Reg. No. 1384

Receiving No. 5653 <

Fee Paid 25

M O R T G A G E

THIS MORTGAGE, Made this 1. day of March A.D. 1938, between Emma Breithaupt, a single woman of Douglas County and State of Kansas, party of the first part, and THE FARMERS BANK OF GARDNER, KANSAS, a corporation, party of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Five Hundred and No/100 Dollars, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm to the said party of the second part, its successors and assigns, all the following described real estate and premises, situated in Douglas County, and State of Kansas, to wit:

South Half (S $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$), Section Fifteen (15), Township Fourteen (14), Range Twenty One (21)

with all improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the payment of the principal sum of \$500.00 with the interest thereon according to the terms of one certain Real Estate First Mortgage Note, made and delivered by said party of the first part, dated March 1, 1938, and payable to the order of said party of the second part Three years after date, with interest at the rate of six per centum per annum, payable semi-annually, at its office in Gardner, Kansas.

Said party of the first part agrees to pay all taxes and assessments levied on said premises, and the interest represented by this mortgage lien, and the debt secured thereby, promptly when due, and all sums necessary to protect the title and possession of said premises, and to keep the buildings on said premises insured against damage by fire in some company acceptable to said second part, for not less than \$ None, with loss, if any, payable to the mortgagee, as its interest may appear, and on the failure of the party of the first part to reform any of these agreements, the mortgagee, its successors and assigns may pay all such sums, and the amounts so paid shall be a lien on said premises collectible in the same manner as the indebtedness hereby secured, with interest at ten per centum per annum.

If default be made in the payment of any part of the indebtedness hereby secured, either principal or interest, as stipulated in said notes, or any of them, or if any of the foregoing agreements are not performed, then all the indebtedness hereby secured shall, without notice, at the option of the party of the second part, become due and payable, and shall draw interest at ten per centum per annum until fully paid, and said mortgage may be foreclosed, and the above described premises sold, without appraisal, in the manner prescribed by law, to pay all sums due said mortgagee as above set forth, together with taxes, interest and costs.

The foregoing conditions being performed, this mortgage to be void, otherwise of full force and virtue.

IN WITNESS WHEREOF The party of the first part has hereunto set her hand the day and year first above written.

Emma Breithaupt

STATE OF KANSAS, Johnson County, SS.

BE IT REMEMBERED, That on this 3 day of March, A.D. 1938, before me, the undersigned, a Notary Public in and for said County and State, came Emma Breithaupt, a single woman who is personally known to me to be the identical person described in and who executed the foregoing mortgage deed, and duly

Notary Public
My Comm. Expires
1939
I, Emma Breithaupt, being the party of the first part, do hereby acknowledge the execution of the foregoing mortgage deed, and the payment of the principal sum of \$500.00 with interest thereon according to the terms of one certain Real Estate First Mortgage Note, made and delivered by me, dated March 1, 1938, and payable to the order of The Farmers Bank of Gardner, Kansas, a corporation, party of the second part.

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