

MORTGAGE-Standard Form

(No. 528)

F. J. Bayles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,Made this 21st day of July
A. D. 1948, between Roy Breithaupt and Alma Breithaupt, husband and wife,of Eudora in the County of Douglas and State of Kansas
of the first part, and The Baldwin State Bank, Baldwin, Kansas

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Two Thousand 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 part y of the second part its 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 Northeast Quarter of the Southwest Quarter of
Section Seventeen (17), Township Fourteen (14),
Range Twenty One (21),

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of Two Thousand Dollars, according to the terms of one certain note this day executed and delivered by the said Roy Breithaupt and Alma Breithaupt to the said part y of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part y of the second part, its executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for 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 part y making such sale, on demand, to said heirs and assigns

In Witness Whereof, The said part 1st of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Roy Breithaupt (SEAL)
Mrs. Roy Breithaupt (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County,

Be It Remembered, That on this 21st day of July A. D. 1948
before me C. B. Butell a Notary Public

in and for said County and State, came Roy Breithaupt and
Mrs. Roy Breithaupt, Husband and wife

to me personally known to be the same person who executed the within instrument of writing, 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 Sept. 4, 1948

Notary Public

Recorded July 22, 1948 at 11:00 A. M.

RELEASE

Harvey A. Beck Register of Deeds.

The note herein described, having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged. As witness my hand, this 17th day of October A. D. 1951

Attest: John H. Smith, Cashier

Baldwin State Bank

(Not. Seal)

C. B. Butell, President