

MORTGAGE

18-8-T.W.

Hall Litho. Co., Topeka

THIS INDENTURE, Made this

9<sup>th</sup>75177 BOOK 126  
day of November

A. D. 19 60

between Fred E. Broeker, Jr. and Eileen E. Broeker, his wife,  
of Douglas County, in the State of Kansas, of the first part  
and Wayne Hill d/b/a Hill & Company  
of Shawnee County, in the State of Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Eight Thousand  
Five Hundred Seventy-three - - - - - and 04 DOLLARS,  
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto  
said part y of the second part, his heirs and assigns, all the following described Real Estate,

situated in Douglas County, and State of Kansas to wit:  
THE WEST 150 FEET OF THE SOUTH 50 FEET OF THE FOLLOWING DESCRIBED  
TRACT: BEGINNING AT A POINT ON THE WEST LINE OF THE NORTHEAST  
QUARTER (NE $\frac{1}{4}$ ) OF SECTION 6, TOWNSHIP 13, SOUTH OF RANGE 20 EAST OF  
THE SIXTH P.M., 843.08 FEET NORTH OF THE SOUTHWEST CORNER OF SAID  
QUARTER SECTION, THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID  
QUARTER SECTION 19 RODS; THENCE NORTH 300 FEET, THENCE WESTERLY TO  
A POINT 296 FEET NORTH OF BEGINNING; THENCE SOUTH 296 FEET TO THE  
PLACE OF BEGINNING.

Said parties of the first part do hereby covenant and agree that at the delivery of this instrument  
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 first mortgage  
in favor of Capital Federal Savings & Loan Assoc. and that they will warrant and defend the same against all  
claims whatsoever.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and  
appurtenances thereunto belonging or in anywise appertaining, forever.

Said part i of the first part hereby agree to pay all taxes assessed on said premises before any pen-  
alties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee  
in the sum of Eight Thousand Five Hundred Seventy-three - - - - - DOLLARS  
in some insurance company satisfactory to said mortgagee.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said  
parties of the first part

have this day executed and delivered a certain promissory note in writing to said part y  
of the second part, of which the following is a copy:

\$8,573.04

Topeka, Kansas, November 9, 1960

For value received we promise to pay Wayne Hill or order the sum  
of Eight Thousand Five Hundred Seventy-three and 04/100 Dollars (\$8,573.04)  
with interest from this date at the rate of 6 per cent per annum at 1424  
Monroe Street, Topeka, Kansas, payable in installments of Fifty Dollars  
(\$50.00) on February 10, 1961, and Fifty Dollars (\$50.00) on the 10th day  
of each month thereafter to be applied first to interest and then to  
principal, and the entire note to be due September 10, 1961. Ten (10)  
per cent interest on unpaid balance in case of default.

IN WITNESS WHEREOF, The said part  
Fred E. Broeker, Jr. (he) and Eileen E. Broeker (she) have hereunto set their hands and seals.

/s/ Fred E. Broeker, Jr.  
Fred E. Broeker, Jr.

/s/ Eileen E. Broeker  
Eileen E. Broeker