

82524 BOOK 132

**This Mortgage**, made the 12th day of November, A. D. 1962.

Between FRED E. BROEKEK and EILEEN E. BROEKEK, his wife

of the City of Lawrence

in the County of Douglas, and State of Kansas,

parties of the first part, and THE DAVIS-WELLCOME MORTGAGE COMPANY,

a body corporate, existing under and by virtue of the laws of Kansas, and having its chief office in the City of Topeka and State of Kansas, party of the second part,

Witnesseth: That whereas the said parties of the first part are justly indebted to

THE DAVIS WELLCOME MORTGAGE COMPANY for money borrowed in the sum of

-- THIRTY FIVE THOUSAND and no/100ths - (\$35,000.00) - - - - - DOLLARS,

to secure the payment of which they have executed their promissory note, of even date herewith, for the principal sum of

-- THIRTY FIVE THOUSAND and no/100ths - (\$35,000.00) - - - - - DOLLARS,

with interest from date, until maturity, at the rate in said note set forth; being an instalment note by the terms of

which the said parties of the first part agree to pay to THE DAVIS WELLCOME MORTGAGE COMPANY

, or order,

the principal and interest in monthly instalments as follows, namely:

Beginning on the FIRST day of MARCH, 1963, and on the FIRST

day of each month thereafter the sum of - THREE HUNDRED FIVE and 20/100ths (\$305.20) - Dollars and

the balance of said principal sum due and payable on the FIRST day of APRIL

1978. The aforesaid monthly payments of - THREE HUNDRED FIVE and 20/100ths (\$305.20) - - -

Dollars each are to be applied first to interest at the rate as aforesaid on the principal sum of

-- THIRTY FIVE THOUSAND and no/100ths - (\$35,000.00) - - - - - Dollars,

or so much as shall from time to time remain unpaid, and the balance of each monthly instalment shall be applied on account of principal.

Said note provides that if any of the principal and interest is not paid when due, all of the unpaid principal and interest then accrued shall thereafter bear interest at the rate of ten per cent. per annum, and said note is made payable to the order of said THE DAVIS WELLCOME MORTGAGE COMPANY

at its office in the city of Topeka, or at such other place as the holder thereof may designate in writing, in lawful money of the United States of America.

Now, therefore, this Indenture Witnesseth: That the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the

of

in the County of Douglas and State of Kansas, to wit:

Beginning at a point 343.6 feet West of the South East corner of the South West Quarter (SW 1/4) of the South West Quarter (SW 1/4) of Section Five (5), Township Thirteen (13) South, Range Twenty East, and on the North Line of right of way of State Highway No. 10 at a point 60.5 feet North of the North Line of said Section Five (5), thence North 350.00 feet, thence East 125.00 feet, thence South 350 feet to the North right of way line of said Highway No. 10, thence West along the North line of right of way 125.00 feet to the point of beginning, containing 1.004 acres all in Douglas County, Kansas

For Assignment of Mortgage See Book 134 Page 205