

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOYNSON Co. Printers. Binders and Blank Book Makers. Lawrence, Kan.

For Return See Book 177-Page 199

This Indenture, Made this 5th day of January in the year of our Lord, nineteen hundred and five, between Willard Broat and Amelia Broat his wife of the Township of Douglas of Wakarusa in the County of Douglas and State of Kansas, of the first part, and Ralph Bergman of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of six hundred 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: Part of the North west fractional quarter (1/4) of Section Thirty two (32)

Township Twelve (12) Range Twenty (20) described as beginning eleven and 1/2 100 chains west of the south east of Section three (3) in said North west quarter (1/4) thence North sixteen and 1/4 100 chains; thence west seven and 1/2 100 chains; thence South sixteen and 1/4 100 chains, thence South 76 degrees east, two and 5/10 100 chains thence east four and 60/100 chains to beginning containing 1/2 an acre more or less

with all the appurtenances, and all the estate, title and interest of the said parties 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 owners of the premises, above granted, and seized of a good and inalienable estate of inheritance therein, free and clear of all incumbrances

This Grant is intended as a Mortgage to secure the payment of the sum of six hundred Dollars according to the terms of one certain note this day executed

and delivered by the said parties of the first part to the said party of the second part payable four years after date with interest thereon according to the terms of said Note Coupons thereto attached

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, 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 party of the second part his 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 sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.  
Hugh Blair [SEAL] Willard Broat [SEAL]  
Hugh Blair [SEAL] Amelia Broat [SEAL]

STATE OF KANSAS, }  
Douglas County } ss.

BE IT REMEMBERED, That on this 6th day of January A. D. 1905, before me Hugh Blair a Notary Public in and for said County and State, came Willard Broat and Amelia Broat his wife



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.

My Commission Expires 28 Decy 1905 Hugh Blair Notary Public.

Filed for Record the 6th day of Jan A. D. 1905, at 11:30 o'clock A. M. Wakarusa Register of Deeds. Wakarusa Deputy.