

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON &amp; CO., Printers, Binders and Blank Book Makers, Lawrence, Kan.

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  
Douglas of the Township 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 4/100 chains west of the south east  
of Section three (3) in said North west quarter (1/4) thence North sixteen and 4/100 chains; thence west seven  
and 1/100 chains; thence South sixteen and 4/100 chains; thence South 76 degrees east, two and 5/100 chains  
thence east four and 66/100 chains to beginning containing 1 1/2 acres 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 five 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.

Signed, Sealed and Delivered in Presence of

Hugh Blair

Willard Broat [SEAL]

Amelia Broat [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County

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.

Deputy.

See Return to Book 17-Page 199