510 MORTGAGE RECORD No. 42. MORTOAGE Standard Form, Joursat Co., Printers, Bladers and Blank Book Makers, Lawrence, Kat The day of farenang in the year of our Lord, Mineterer hunder , between Willard, Broat. and amelia Broat his wife This Indenture, Made this Fifth day of Laurany and five and State of Kansas, of the first part, and Ralph Bergerease, Druglas of the second part: Witnesseth, That the said part de of the first part, in consideration of the sum of Sir Hundred. to There duly paid, the receipt of which is hereby acknowledged, hat Sold, and by these presents do ... grant, bargain, sell and mortgage to the said part of the second part heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, to the said party of the second part ties \_\_ 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 forth Ibest fractioned quarter/1/4). If Section Theoring two, (32) Township Twelve (11) Range Twenty (20) described as heiring Eleven and 43/100 Chains west of the South East Corner of Low Theories There (3) in Said North, West quarter (14). There North selfteen and 94/100 Chains; thence Ibest Seven and 17/100 Chains; there South Sixteen and 24/100 Chains; there South 76 degrees Last, Joo and 57/100 Chains; there last Four and 657/100 Chains to leguining Portains in 11 Cares View on last. Containing 12 acres More or less. with all the appurtenances, and all the estate, title and interest of the said part 40 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 indefeasible 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. note according to the terms of Oue this day executed \_\_\_\_\_ according to the terms of articles of the first part to the said part of the second part and delivered by the said Parties of the first part to the said part of the second part fayable five years after date with interest therear accordingle the terms of Said note and Cuprus thereto attacher. 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 part 2 of the second part hie 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 part of making such sale, on demand, to said Parties of the first part theor heirs and assigns. IN WITNESS WHEREOF, The said part 4 of the first part halts hereunto set Their hand S and seal S the day and year first above written. Willard. Broat. ISEAL. Signed, Sealed and Delivered in Presence of Quelia, Broat. [SEAL.] Recorded Hrugh, Blam, [SEAL.] STATE OF KANSAS, Douglas County That on this 6" day of Jetsenary A. D. 1905, before me Stay & Glair a Notary Public in and for said County and State, came Willard, Broat, and and Melia, Broad, his Wife 6" BE IT REMEMBERED, That on this 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. Augh. Blain Notary Public. My Commission Expires 28" Dec 1965 \_A. D. 1995 , at 12 30 o'clock Q, M. day of fannary Filed for Record the \_\_\_\_\_6" allamstrong Resister of Dech.