

MORTGAGE Standard Form. JOHNSON & CO. PRINTERS, BURGESS AND BISHOP BLOCK BUILDERS, LAWSON, KAN.

This Indenture, Made this First day of May in the year of our Lord, Thirteen hundred and five, between Elizabeth Broughton and J.S. Broughton her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and Louis Bergman of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Thousand 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:

The South half 1/2 of Lot Number One hundred and Seventy-four (174) and all of Lot number One hundred and Seventy-Six (176) on Ohio Street in the City of Lawrence, said County and State.

with all the appurtenances, and all the estate, title and interest of the said part 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 Two Thousand 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 and payable five years after date with semi-annual interest meaning according to coupons attached to said note and up after maturity or default, 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 hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Louise Blair

Elizabeth Broughton [SEAL]
J.S. Broughton [SEAL]

STATE OF KANSAS,
County of Douglas, ss.

BE IT REMEMBERED, That on this 26 day of May A. D. 1922, before me

Louise Blair

a Notary Public in and for said County and State, came Elizabeth Broughton and J.S. Broughton her husband 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 25 Dec. 1925

Louise Blair Notary Public.

Filed for Record the 26 day of May A. D. 1922 at 7⁰⁰ o'clock P. M.
A. W. Armstrong Register of Deeds.
By Eric Armstrong Deputy.

This mortgage is intended to secure the payment of the sum of \$2000.00 and interest thereon, and is not to be construed as a sale of the land described herein. As witness my hand and seal this 26th day of May 1922.

Recorded May 1 1922
E. J. Blair
Register of Deeds