

MORTGAGE RECORD No. 43.

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This Indenture, Made this Eighth day of March in the year of our Lord, Nineteen
hundred and Seven (1907), between George J. Broers and Anna Q. Broers, his
Wife, of Douglas in the County of
Douglas and State of Kansas, of the first part, and James H. Weaver, of
East Liverpool, Ohio of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Five Thousand Six Hundred and Sixty-four 563/100 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: East Half of 1/4 the South East Quarter of Section No. Thirty-four
(34) in Township No. Twelve (12) South, of Range No. Twenty-one (21) East, of the 6th. P.M. Kansas, 89 acres
Also in Johnson County, Kansas, Commencing 40 Rods North of South West Corner of Section
No. Thirty-five (35) Township and Range aforesaid; Thence East 40 Rods; Thence North 70 Rods;
Thence up the meandering of Captains Creek to Section line; Thence South on Section line to
Beginning, Containing 18 1/2 acres more or less.
Also 9.74 Acres more or less off 1/4 the North West Corner of North West Quarter of South West
Quarter of Section No. Thirty-five (35) Same Township and Range. The same being all
that part of the West Half of South West Quarter said Section No. 35 lying North and
West of Captains Creek.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
George Broers and Anna Q. Broers 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

\$5664.53

according to the terms of Nine certain Notes this day executed
 and delivered by the said George J. Broers and Anna Q. Broers to the said party of the second part
Dated March 8, 1907. And given to secure said sum in 1-2-3-4-5-6-7-8-9 years, with
interest at 6% Payable Annually after Nov. 21, 1906.

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 of the second part, George J. Broers and Anna Q. Broers,
 heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above
 written.

Signed, Sealed and Delivered in Presence of

Geo J. Broers. [SEAL.]
Anna Q. Broers. [SEAL.]
 [SEAL.]

STATE OF KANSAS,
 County of Douglas } ss.

BE IT REMEMBERED, That on this 8th day of March A. D. 1907, before me

L. S. Steele, a Notary Public in and for said County and State, came
Geo J. Broers and Anna Q. Broers, 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 June 20th 1910.

L. S. Steele, Notary Public.

Filed for Record the 8th day of March A. D. 1907, at 7¹⁵ o'clock P.M.

A. W. Armstrong Register of Deeds.
Deputy.

(The following is returned on the original instrument)
 The sale herein described has been paid in full, the mortgage is hereby released and the
 same has been cancelled. As witness my hand this 22nd day of March, 1911.

James H. Weaver
East Liverpool Ohio
A. G. Meek
F. G. Spencer

Recorded May 17 1913
Lloyd Lawrence
 Register of Deeds.

(This following is returned on the original instrument)
 Through herein described having been paid in full, the mortgage is hereby released and the
 same has been cancelled. As witness my hand this 22nd day of March, 1911.

Recorded May 26 1914
Wm. G. Lawrence