

MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Garotte Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 21st day of January in the year of our Lord Nineteen
hundred and nine, between Herman Broecker and Louise Broecker
his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
The Peoples State Bank of the second part:

Witnesseth, That the said partyies of the first part, in consideration of the sum of
Four Thousand (\$4000.00) 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 partyies of the second part the 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 of Lot No Sixty-two (62) on Massachusetts Street
City of Lawrence.

Parties of the first part have the privilege of paying off this
 mortgage at any interest paying date or any multiple thereof
 in any sum not less than one hundred dollars.

with all the appurtenances, and all the estate, title and interest of the said partyies 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
Four 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 partyies of the second part

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 partyies of the second part, its successors, 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 partyies making such sale, on demand, to said Parties of the first part
 heirs and assigns.

IN WITNESS WHEREOF, The said partyies 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

Herman Broecker [SEAL]

Louise Broecker [SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 21st day of January A. D. 1910, before me,

Bertad L. Zimmerman a Notary Public in and for said County and State, came
Herman Broecker and Louise Broecker, his wife

to me personally known to be the same
 persons 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 December 19, 1911

Bertad L. Zimmerman
 Notary Public.

Filed for Record the 21st day of Jan A. D. 1910, at 10 o'clock A. M.

Flagg & Lawrence Register of Deeds.
 Deputy.

The following is returned on the original instrument:

The note herein described having been paid in full, this mortgage is hereby released and the
 lien thereby created discharged. As witness my hand this 21st day of January, A. D. 1910.

The note herein described having been paid in full, this mortgage is hereby released and the
 lien thereby created discharged. As witness my hand this 21st day of January, A. D. 1910.

Recorded - Sept 9th 1915
Flagg & Lawrence
 Register of Deeds
Geo. B. Wright Deputy

The following is returned on the original instrument:
 The note herein described having been paid in full, this mortgage is hereby released and the
 lien thereby created discharged. As witness my hand this 21st day of January, A. D. 1910.

Recorded - March 15, 1916
Flagg & Lawrence
 Register of Deeds
Geo. B. Wright Deputy