

## MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM. Gazette Co. Printers Binders and Blank Book Makers, Lawrence, Kas.

This Indenture, Made this Twenty fifth day of June in the year of our Lord nineteen  
hundred and twelve (1912) between Charlie Brohammer and Elnora Brohammer  
men, his wife of Willow Springs Township in the County of  
Douglas and State of Kansas, of the first part, and  
Ans. Lee Brohammer of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of  
Four thousand and no/100 (\$4,000.00) 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 part 2d 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 North Half (1/2) of the North East Quarter (1/4) of Section Nine (9), in Township Fourteen (14)  
Range Nineteen (19) East of the South Half (1/2) of the North East Quarter (1/4) of  
Section Nine (9), Township Fourteen (14), Range Nineteen (19) lying North and East  
of the Public Road, as now located, containing 13 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said  
Charlie Brohammer and Elnora Brohammer, his wife 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 by  
 and delivered by the said Charlie Brohammer and Elnora Brohammer to the said part 2d 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 part 2d 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 part 2d making such sale, on demand, to said Charlie Brohammer, his  
 heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their hands and seal the day and year first above  
 written.

Signed, Sealed and Delivered in presence of

Elnora Brohammer [SEAL]  
Charlie Brohammer [SEAL]  
 [SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 25th day of June A. D. 1912, before me,  
Frank E. Banks a Notary Public in and for said County and State, came  
Charlie Brohammer and Elnora Brohammer  
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 1st 1916

Frank E. Banks  
 Notary Public.

Filed for Record the 25 day of June A. D. 1912, at 3:00 o'clock P. M.

Floyd L. Lawrence Register of Deeds.  
 Deputy.

Recorded July 24th 1912  
 County of Douglas  
 State of Kansas  
 Notary Public  
 Frank E. Banks