

## MORTGAGE RECORD NO. 58

This Indenture, Made this 23 day of November in the year of our Lord nineteen hundred eighteen between Geo. J. Broers and Anna A. Broers, his wife of Eudora in the County of Douglas and State of Kansas, of the first part, and

Mrs. E. M. Roberts

of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of Five Thousand and no/100 DOLLARS, to be duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do es grant, bargain, sell and mortgage to the said part y of the second part her 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 East 1/2 of the South East Quarter (1/4) of Section Thirty-four (34) Township Twelve (12), Range Twenty One (21), all in Douglas County, Also Thirty Three acres of other land located in Johnson County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Geo. J. Broers and Anna A. Broers his wife do es hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 Five thousand Dollars according to the terms of one certain note this day executed and delivered by the said Geo. J. Broers and Anna A. Broers his wife to the said part y of the second part Mrs. E. M. Roberts.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments 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 y of the second part, her 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 sale, and the overplus, if any there be, shall be paid by the part y making such sale, on demand, to said Geo. J. Broers and Anna A. Broers, his wife heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part has hereunto set this hand s and seal s the day and year first above written.

Signed, Sealed and Delivered in the presence of

Geo. J. Broers (SEAL)

Anna A. Broers (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 23 day of November A. D. 1918, before me,

F. L. Starr

a Notary Public in and for said County and State, came

Geo. J. Broers and Anna A. Broers, his wife,

to me personally known to be the same person s 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 Dec 4 1922

F. L. Starr

Notary Public.

Filed for Record the 30 day of December A. D. 1918, at 8:20 o'clock A.M.

Estlin Northrup

Register of Deeds

James Flood Deputy.

For Release See Book 57 Page 386

This following is endorsed on the original instrument. The note herein described having been paid in full.

Received April 2nd

In assignment See Book 52 Page 541