

MORTGAGE RECORD NO. 63

557

Reg. No. 2782
Fee Paid 6.25

SAUL DOORWORTH STATIONERY CO KANSAS CITY MO 64108

This Indenture, Made this 26th day of July in the year of our Lord 1927 between George J. Broers and Anna G. Broers, his wife, of Douglas in the County of Douglas and State of Kansas, of the first part, and Godfrey Gerstenbergers of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Two Thousand Five Hundred and no/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:

All that portion of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Thirty-four (34) Township Twelve (12), Range Twenty-one (21) lying South of the right of way of the A. T. & S. F. R.R. containing 27 acres more or less, excepting therefrom the West 10 acres heretofore deeded to J. S. Weaver, of record in Book 63, Page 6, in Douglas 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 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 Twenty-five hundred no/100

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 due on or before 5 years from date bearing int. at the rate of 6% per annum payable annually 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 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.

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 the presence of

George J. Broers (SEAL)
Anna G. Broers (SEAL)

STATE OF Kansas
Douglas County ss.
BE IT REMEMBERED, That on this 26th day of July 1927 A. D. 1927, before me,

Adolph Lutz Jr. Notary Public in and for said County and State, came George J. Broers and Anna G. Broers his wife, to me personally known to be the same person who executed the foregoing instrument and duly acknowledged 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 January 29 - 1931 Adolph Lutz Jr. Notary Public.

Filed for Record the July 29 day of 1927, at 8:30 o'clock A.M.
L. E. Wellman Register of Deeds.
Deputy.