Receiving No. 5372   **MORTGAGE RECORD 80**   Reg. No. 132b
           Fee Paid, $ 3.75

FROM

R. O. Burgert

TO

Alice Burgert Nelson

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the ___27___ day of
December A.D. 19 37, at 11:50 o'clock A. M.

Harold A. Dick

                                Register of Deeds.

By _____ Deputy.

THIS INDENTURE, Made this ___27th___ day of ___December___, in the year of our Lord, one thousand nine hundred and ___thirty-seven___ between ___R.O. Burgert and Estella Burgert, his wife___

of ___Lawrence___ in the County of ___Douglas___ and State of ___Kansas___ part **ies** of the first part, and ___Alice Burgert Nelson or Jacob Nelson___ part **ies** of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of ___Fifteen Hundred and no/100 -___ DOLLARS, to ___them___ duly paid, the receipt of which is hereby acknowledged, ha **ve** sold, and by this indenture do ___ Grant, Bargain, Sell and Mortgage to the said part **ies** of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The South Ten (10) feet of Lot One Hundred Seventy-three (173) and all of Lot One Hundred Seventy-five (175) on New Hampshire St. in the City of Lawrence.

with the appurtenances and all the estate, title and interest of the said part **ies** of the first part therein.

And the said part **ies** of the first part do ___ 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 incumbrance

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part **ies** of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that ___they___ keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part **ies** of the second part, the loss, if any, made payable to the part **ies** of the second part to the extent of ___its___ interest. And in the event that said part **ies** of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part **ies** of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THE GRANT is intended as a mortgage to secure the payment of the sum of ___Fifteen Hundred and no/100 -___ DOLLARS, according to the terms of ___one___ certain written obligation for the payment of said sum of money, executed on the ___27th___ day of ___December___ 19 37 and by ___its___ terms made payable to the part **ies** of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part **ies** of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part **ies** of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof, or any obligation created thereby, or interest thereon, or if the taxes are not paid when the same become due and payable, or if the insurance is not kept up, as provided, herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature, and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part **ies** of the second part ___ to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the rents and charges incident thereto, and the overplus, if any there be, shall be paid by the part **ies** making such sale, or demand, to the first part **ies**

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part **ies** of the first part ha **ve** hereunto set ___their___ hand **s** and seal the day and year last above written.

                      R. O. Burgert   (SEAL)

                      Estella Burgert   (SEAL)

                                           (SEAL)

                                           (SEAL)

STATE OF ___Kansas___
COUNTY OF ___Douglas___ } ss.

BE IT REMEMBERED, That on this ___27th___ day of ___December___ A.D. 19 37, before me, a ___notary public___ in the aforesaid County and State, came ___R. O. Burgert and Estella Burgert, 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.

(SEAL)

My commission expires on the ___18th___ day of ___October___ 19 40

                     L. C. Stevenson

                              Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this ___31___ day of ___December___, 19 41

                     Alice Burgert Nelson   Mortgage.   Owner.

                     Jacob Nelson

This Release was written on the original Mortgage entered this 31 day of December 41

Harold A. Dick
Reg. of Deeds