

575

Reg. No. 4,213
Fee Paid \$50.00

MORTGAGE BOOK 154 18751

(No. 52A)

The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 26th day of September

A. D. 1969, between EDWARD J. HECK and NANCY A. HECK, his wife, both residing at 1723 West 28th Street, Lawrence,

of _____, in the County of Douglas and State of Kansas, parties of the first part, and ARTHUR C. PABST and PAULINE PABST, his wife, as joint tenants and not as tenants in common, both residing at 324 Beverly Road Douglaston, Queens County, New York parties of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of TWENTY THOUSAND (\$20,000.00) 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 parties of the second part their 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:

Lot A, Tract Five (5), in Block Ten (10), Meadow Lea Estates, an addition to the City of Lawrence, also known as 1723 West 28th Street.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said EDWARD J. HECK and NANCY A. HECK, 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 TWENTY THOUSAND (\$20,000.00) Dollars, according to the terms of a certain First Mortgage Note this day executed and delivered by the said EDWARD J. HECK and NANCY A. HECK, his wife to the said parties of the second part, ARTHUR C. PABST and PAULINE PABST, his wife, as joint tenants and not as tenants in common.

as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the mortgage 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 parties of the second part their 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 sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the parties making such sale, on demand to said ARTHUR C. PABST and PAULINE PABST their heirs and assigns.

In Witness Whereof, The said parties of the first part have hereunto set their hand and seals the day and year first above written.

Signed, sealed and delivered in presence of

STATE OF KANSAS

DOUGLAS

County

BE IT REMEMBERED, That on this 26th day of September A. D. 1969

before me, Mary E. Haid a Notary Public

in and for said County and State, came EDWARD J. HECK and NANCY A. HECK

to me personally known to be the same persons who executed the foregoing instrument of writing, 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.

Witness April 16 1973

Mary E. Haid Notary Public



Recorded September 26, 1969 at 1:48 P.M.

Register of Deeds