

This Indenture, Made this 25th day of September in the year of our Lord one thousand eight hundred and ninety five between George Heck and Maria Heck his wife of the Township of Grant in the County of Douglas and State of Kansas of the first part, and Hugh Blair of the second part,

Witnesseth, That the said part all of the first part in consideration of the sum of Two hundred and sixty 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 of the East half of the South East quarter of Section One (1) in Township Twelve (12) Range Thirteen (13) lying North of Union Pacific Railroad, containing 77 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part all 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 owner 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 Two Hundred and Sixty Dollars

according to the terms of One certain promissory Note this day executed and delivered by the said parties of the first part to the said party of the second part: payable two years after date with interest at 5 percent semi-annually, with privilege of paying at end of one year or at time of the next interest payment thereafter.

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 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, appraisement hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party of the first part their sale on demand to the said party of the first part, their heirs and assigns.

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

Signed and delivered in presence of

George Heck (SEAL.)

Maria Heck (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 25th day of September, A. D. 1895, before me, W. N. Sears, a Notary Public in and for said County and State, came George Heck and Maria Heck his wife

to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires Jan. 20 1897

Recorded March 4 A. D. 1896 at 2:35 o'clock P. M.

Notary Public.

James Brooks
Register of Deeds.

This following is indorsed on Original Instrument.
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged.
Attest: As Witness my hand, this 11th day of Sept. A. D. 1897
James W. Watt.
Recorded Sept. 7, 1897

James Brooks, Register of Deeds, Deputy

