

This Indenture, Made this seventeenth day of August in the year of our Lord one thousand eight hundred and ninety seven between Philip Henry Heck and Maggie Heck his wife of Paul Township in the County of Douglas and State of Kansas of the first part, and L. A. Monroe of the second part.

**Witnesseth**, That the said parties of the first part in consideration of the sum of One Thousand Eight hundred 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 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:

All that portion of the East half of the South East quarter of section One (1) in Township Twelve (12) South of Range Number East of the 6th P.M. lying North of the Union Pacific Railway Company right of way containing 77 acres

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Philip Henry Heck and Maggie Heck 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 of every nature and kind whatsoever

This grant is intended as a Mortgage to secure the payment of the sum of One Thousand Eight hundred Dollars according to the terms of the certain real estate mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: payable in full after date with interest payable semi-annually according to coupons attached thereto reserved to pay one hundred dollars or any multiple thereof on account of principal money at time of paying interest 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 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, appraisement hereby waived or not at the option of the party of the second part her 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 making such sale on demand to the said parties of the first part, their heirs and assigns.

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

Signed and delivered in presence of

James Watt

Philip Henry Heck (SEAL.)  
Maggie Heck (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } SS.  
County of Douglas

**Be it Remembered**, That on this 17th day of August, A. D. 1897, before me, Hugh Blair, a Notary Public in and for said County and State, came Philip Henry Heck and Maggie Heck his wife to me personally known to be the same persons 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 28 Decr 1897 Hugh Blair Notary Public.  
Recorded Aug 17 A. D. 1897, at 30 o'clock P M.

James Brooks  
Register of Deeds.

The following is endorsed on the original instrument -  
 The note herein described having been paid in full, this mortgage  
 is hereby released, and the lien thereby created, discharged.  
 As witness my hand, this 18th day of Aug. A. D. - 1902  
 R. A. Monroe  
 Deputy  
 Recorded - Aug - 18 - 1902 -  
 Y. H. Somman,  
 Register of Deeds,  
 By Willie B. Bowman,  
 Deputy.