

This Indenture, Made this Thirteenth day of August in the year of our Lord one thousand eight hundred and ninety seven between Charles G. Heim (Single) of Willow Springs in the County of Douglas and State of Kansas of the first part, and Elmira Wilson of the second part.

Witnesseth, That the said party us of the first part in consideration of the sum of Seven hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha<sup>s</sup> sold and by these presents do<sup>ed</sup> 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: The North West quarter of Section Thirty four (34) Township Fourteen (14) Range Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles G. Heim do<sup>es</sup> hereby covenant and agree that at the delivery hereof he is 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 Seven hundred Dollars according to the terms of One certain Note and ten Coupons this day executed and delivered by the said Charles G. Heim to the said party her of the second part: her heirs or assigns

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, appraisalment 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 Charles G. Heim heirs and assigns.

In Witness Whereof, The said party of the first part, ha<sup>s</sup> hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

John M. Newlin

Charles G. Heim (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 30 day of August, A. D. 1897, before me, John M. Newlin, a Notary Public in and for said County and State, came Chas. G. Heim

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 April 28 1899 John M. Newlin Notary Public.

Recorded Aug 30 A. D. 1897, at 3 o'clock P. M.

James Brooks  
Register of Deeds.

The following is a true and correct copy of the original instrument. The note herein described having been paid in full this mortgage is hereby released and the lien thereby created is discharged. At witness my hand this 7<sup>th</sup> day of March A.D. 1905. Elmira Wilson

Recorded Mar 7<sup>th</sup> 1905  
Ed W. Armstrong  
Register of Deeds.

(S.D.)