

The following is endorsed on the original instrument

Recorded March 14<sup>th</sup> 1902  
G. H. Johnson,  
Register of Deeds,  
By Billie B. Johnson,  
Deputy.

This Indenture, Made this First day of March in the year of our Lord one thousand eight hundred and ninety nine between Philip H. Heck and Maggie Heck, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and G. H. Cady of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five hundred 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 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: The east half of south east quarter of section No. one (1) in Township No. Forty (4) South of range No. nineteen (19) east lying north of railroad, containing 77 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Philip H. Heck and Maggie Heck do hereby covenant and agree that at the delivery hereof they as 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 except a mortgage for \$1800 recorded 34 page 245

This grant is intended as a Mortgage to secure the payment of the sum of Five hundred dollars 00 according to the terms of one certain Note this day executed and delivered by the said Philip H. Heck and Maggie Heck to the said party of the second part: Payable in three years with interest at seven per cent per annum, interest payable annually.

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 part of the second part 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 part making such sale on demand to the said Philip H. Heck 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  
Philip H. Heck (SEAL)  
Maggie Heck (SEAL)  
STATE OF KANSAS, } SS.  
County of Douglas County



Be it Remembered, That on this 1st day of March, A. D. 1899, before me, L. S. Steele, a Notary Public in and for said county and State, came Philip H. Heck and Maggie 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 June 20, 1902 L. S. Steele  
Recorded March 1st A. D. 1899, at 4:00 o'clock P.M. Notary Public

W. H. Soxman  
Register of Deeds