

MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. SAML. DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this 4th day of August in the year of our Lord, one thousand Nineteen
hundred and two, between Philip A. Heck and Maggie Heck, his wife,
of _____ the County of _____

Douglas and State of Kansas, of the first part, and A. W. Brownell, Executor,

_____ of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Eighteen Hundred Dollars,

to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do _____ grant, bargain, sell and mortgage
to the said part of 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 that portion of the east half of the south east quarter of section No. One (1), in Township No. Twelve (12), South, of Range No. Nineteen (19), East of the 6th P.M., north and east of the Right of Way of the Union Pacific Railway Company, containing 77 acres of land, more or less, and being the homestead of the parties of the first part, who agree to maintain insurance to the amount of \$350. on the buildings now on or to be erected on said land during the existence of this mortgage, for the benefit of the party of the second part, heirs or assigns.

with all the appurtenances, and all the estate, title and interest of the said part is 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 and that they will warrant and defend the same in the quiet and peaceable possession of the said party, his heirs or assigns forever against all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of
Eighteen Hundred Dollars

according to the terms of One certain Mortgage Note this day executed

and delivered by the said parties of the first part to the said part of of the second part

Due in ten years from date, with interest from date to maturity as evidenced by coupons attached thereto, and interest after maturity or default at the rate of 10% per annum until fully paid.

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 part of 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; 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 of making such sales, and the overplus, if any there be, shall be paid by the part of 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, Sealed and Delivered in Presence of _____

Philip A. Heck (SEAL)

Maggie Heck (SEAL)

_____ (SEAL)

_____ (Seal)

STATE OF KANSAS,

County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 4th day of August A. D. 1902, before me

James Brooks

_____ a Notary Public in and for said County and State, came

Philip A. 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 subscribed my name set my hand and affixed my official seal on the day and year last above written.

My Commission Expires Nov. 5 1905

James Brooks
Notary Public

Filed for Record the 5th day of Aug. A. D. 1902, at 4⁴⁵ o'clock P. M.

G. F. Sorman Register of Deeds

(For assignment See Book 44 Page 681) (For Release See Book 44 Page 681)

In consideration of full payment of the within mortgage

Witness: Ellis B. Sorman
Dep. Reg. of Deeds.