

## MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. SAM'l DODD WORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this 4<sup>th</sup> day of August in the year of our Lord, one thousand nine 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 re 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 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), each of the 6<sup>a</sup> 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 party 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(s) 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 party of the second part due in two 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 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; 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 party of the second part, 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 the

Philip A. Heck (SEAL)

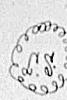
Maggie Heck (SEAL)

(SEAL)

STATE OF KANSAS, {  
County of Douglas - COUNTY } ss.

(Seal)

BE IT REMEMBERED, That on this 4<sup>th</sup> day of August A. D. 1905, 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 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 5<sup>th</sup> day of Aug. A. D. 1905, at 4<sup>45</sup> o'clock P. M.

G. F. Sorenson Register of Deeds

In consideration of the mortgage  
ment of the property

A. D. 1905, at 4:45 P.M.

Attest: Willie R. Johnson  
Notary Public