

MORTGAGE RECORD No. 43.

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MORTGAGE Standard Form. Journal Co. Printers, Underwood and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 24th day of June in the year of our Lord, One thousand Eight hundred and ninety three between Frederick Heek and Magdalena Heek his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and George Heek of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Nine Hundred (\$900) 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 part 2d 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 North half of the South half of the North west fractional quarter of Section No Eighteen (18) in Township No Twelve (12) South of Range No Twenty (20) East. Thirty and Sixty Five one hundredths (30.65) Acres more or less, being all that portion of the above tract lying west of Union Pacific Rail Road track

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Frederick Heek and Magdalena Heek his wife 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

Except a Mortgage of \$1500

This Grant is intended as a Mortgage to secure the payment of the sum of

Nine Hundred Dollars (\$900)

according to the terms of One certain Promissory Note this day executed and delivered by the said Frederick Heek & Magdalena Heek to the said part 2d of the second part Payable November 1st 1898. interest at Eight percent per annum. 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 part 2d 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 cost and charges of making such sales, and the overplus, if any there be, shall be paid by the part 2d making such sale, on demand, to said Frederick Heek & Magdalena Heek their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Signed in Presence

Frederick Heek

[SEAL.]

Magdalena Heek

[SEAL.]

[SEAL.]

STATE OF KANSAS,

County of Douglas

ss.

BE IT REMEMBERED, That on this 24th day of June A. D. 1893, before me

L. S. Steele

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

Frederick Heek & Magdalena Heek 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 subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires June 18th 1894.

L. S. Steele

Notary Public.

Filed for Record the 30th day of September A. D. 1893, at 2¹⁵ o'clock P. M.

A. W. Armstrong Register of Deeds.

Deputy.

The following is entered on the original instrument.
The Note herein described having been paid in full this mortgage is hereby released and the lien thereby created hereby is
at Dallas Tex. and this 26th day of March A. D. 1905.
George Heek.

Recorded Mar 27 1908.
L. S. Steele
Register of Deeds.