

whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Four Thousand (\$4000.00) Dollars; according to the terms of one certain promissory note this day executed by the said Fred Heck and Magdalena Heck, his wife, to the said party of the second part; said note being given for the sum of Four Thousand Dollars, dated March 1st, 1911, due and payable in Five years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 5 Coupons of \$240.00 each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of One Thousand (\$1000.00) Dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part, and the expenses of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent per annum. But if default be made in such payments, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part her executors, administrators or 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 party of second part, her executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Fred Heck his heirs and assigns. The \$4000.00 above mentioned is part of the purchase money of said real estate. In Testimony Whereof, The said parties of the first part have hereunto set their hands and seals the day and year last above written.

Fred Heck (SEAL)
Magdalena Heck (SEAL)

State of Kansas, Douglas county, SS. Be it remembered, That on this 20 day of March A.D. 1911 before me, Hugh Means, Probate Judge in and for said county and State, came Fred heeh and Magdalena Heck, his wife, to me personally known to be the same persons who executed the foregoing instrument of writing 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:

(SEAL) Hugh Means, Probate Judge,.

Recorded March 20th A.D. 1911 at 5.00 P.M.

Lloyd L. Lawrence
Register of Deeds.