THIS INDENTURE, Made this 23 day of Meh in the year of our Lord One O thousand Nine Hundred and eleven by And between John A. Heim & wife Addie Heim of the County of Douglas and State of Kansas, parties of the first part, and John L. Kilworth, party of the second part:

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WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Twenty-three hundred (\$2300.00) Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant bargain, sell, convey and confirm unto said party of the second part, and to h his heirs and assigns' forever, all the following described trast. piece or parcel of land, lying and situate in in Douglas gunry and State of Kansas, towit: The Southeast quarter of section twenty-eight (25) township fourteen (14) Range Nineteen (19) One Hundred sixty (160) acres, to have and to hold the same with all and singular the hereditaments and appurtenances thereunto belong ing, or in any wise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to his heirs and assigns forever. AND the said parties of the first part 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, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, And this Instrument is made, executed and delivered upon the following conditions to-wit:

FIRST. Said first parties are justly indebted unto the said party of the second part in the principal sum of Twenty-three hundred 00/100 Dollars, lawful money of the United States of America, being for a loan thereof made by the said party of the second part, to the said first parties and payable according to the tenor and effect of three certain First Nortgage Real:Estate Notes \$2100,1\$100., \$100 executed and delivered by the said first parties bearing:date Mch.23, 1911 payable.to.the order of the said John L. Kilworth at his office, after date, or at Nat Bk of Commerce N.Y.City N.Y. with interest thereon from date to maturity at the rate of _____ per cent per annum, payable semi-annually on the 5 days of May and Nov in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by coupors attached to said principal note, and of even date therewith, and payable to the order of said John L. Kilworth at as above.

SECOND, Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereafter specified; and if not so paid the said party of the second part, or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured,