

## MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM. (Patented Oct. 1, 1910; Revised and New York Book Makers' Association, N.Y.)

This Indenture, Made this Sixth day of March in the year of our Lord nineteen  
Hundred and Twelve, between Daniel Heffner, a single man  
of Baldwin in the County of

Douglas and State of Kansas, of the first part, and  
Sarah A. Jewett of Lawrence, Kans. of the second part:

Witnesseth, That the said part 1 of the first part, in consideration of the sum of  
Three Thousand DOLLARS,  
to him duly paid, the receipt of which is hereby acknowledged, ha<sup>e</sup> sold, and by these presents do<sup>es</sup> grant, bargain, sell and mortgage  
to the said part 2 of the second part her 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 East-Fifteen (15) Acres of the South-Half of the South-East-Quarter of the South  
East Quarter of Section One (1) Township Thirteen (13) Range Nineteen (19) East of  
the Sixth P.M., Being Fifteen (15) Acres more or less according to U.S. Govt. survey

with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said  
Daniel Heffner do<sup>es</sup> hereby covenant and agree that  
at the delivery hereof that he is 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.

This Grant is intended as a Mortgage to secure the payment of the sum of  
Three Thousand Dollars  
according to the terms of certain this day executed  
and delivered by the said Daniel Heffner to the said part 2 of the second part

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 1 of the second part, — 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 1 making such sale, on demand, to said Daniel Heffner, his  
heirs and assigns.

IN WITNESS WHEREOF, The said part 1 of the first part ha<sup>e</sup> hereunto set his hand and seal the day and year first above  
written.

Signed, Sealed and Delivered in presence of

Daniel Heffner [SEAL]

[SEAL]

[SEAL]

## STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED that on this 6th day of March A. D. 1912, before me,

R. C. Manley, a Notary Public in and for said County and State, came  
Daniel Heffner

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 and affixed my official seal on the day and  
year last above written.

My Commission Expires Jan'y 1 1913

R. C. Manley  
Notary Public.

Filed for Record the 7 day of May A. D. 1912, at 11<sup>20</sup> o'clock A. M.

Floyd L. Lawrence Register of Deeds.  
Deputy.

This Indenture is subject to the record of the mortgage in Book 51, Page 316, of the Mortgage Record in the County of Douglas, State of Kansas, and the mortgage is hereby acknowledged. As witness my hand and seal of office this 7th day of May, 1912.

Recorded - Apr 24 - 1912  
Floyd L. Lawrence  
Geo. L. Mapp

Recorded - May 5<sup>th</sup> - 1912  
For partial release see Book 51, Page 316.5  
For partial release see Book 51, Page 320.1