

## MORTGAGE RECORD 76

Reg. No. 1827

Fee Paid, \$ 7.50

FROM

F. H. Leonhard and wife  
TO

Alfred Heck

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 10 day of  
May A. D. 1932, at 10:00 o'clock A. M.*Edw. E. Connelley*

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this twenty-first day of October, in the year of our Lord, one thousand nine hundred and Thirty-one, between  
F. H. Leonhard and Ida Leonhard, his wife,

of Lawrence in the County of Douglas and State of Kansas,  
parties of the first part, and Alfred Heck,  
part y of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of  
Three Thousand and no/100 (\$3000.00) DOLLARS, to them duly paid, the receipt of  
which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part y of the second part,  
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The East half of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-eight (28), Township  
Twelve (12), Range Twenty (20), East of the Sixth Principal Meridian, in Douglas  
County, Kansas, except the Right of Way of the Kansas City, Kaw Valley & Western  
Railway Company, containing after deducting exception noted Seventy-eight (78) acres,  
more or less;  
Also the West Half (W $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twenty-seven (27),  
Township Twelve (12), Range Twenty (20) East of the Sixth Principal Meridian, in  
Leavenworth County, Kansas, North of the Right of Way of the Kansas City, Kaw Valley  
& Western Railway Company, containing Seventy-five (75) acres, more or less.

with the appurtenances and all the estate, title and interest of the said part ies of the first part therein.

And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner, of the premises above granted, and  
wished of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except one mortgage of record to the Union Central  
Life Insurance Company for \$15,000.00.

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part ies of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or  
assessed against said real estate when the same becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum  
and by such insurance company as shall be specified and directed by the part y of the second part, the loss, if any, made payable to the part y of the second part to the extent of  
his interest. And in the event that said part ies of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as  
herein provided, then the part y of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness secured by this  
indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Three Thousand and no/100 DOLLARS.

according to the terms of certain written obligation for the payment of said sum of money, executed on the day of 1932,  
and by the terms made payable to the part y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or  
sums of money advanced by the said part y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said  
part ies of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any  
part thereof or any obligation created thereby or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept  
up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are new or if waste is committed on said premises, then this conveyance shall become  
absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately  
mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part y of the second part

to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents  
and benefits accruing therefrom and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all moneys accruing from such sale to retain the  
amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part y making such sale, on  
demand, to the first part ies.

IN WITNESS WHEREOF, the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend  
and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part ies of the first part have hereunto set their hand and seals the day and year last  
above written.

F. H. Leonhard (SEAL)

Ida Leonhard (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

COUNTY OF DOUGLAS

BE IT REMEMBERED, That on this 10th day of May A. D. 1932, before me, a

Notary Public in the aforesaid County and State, came

Legal F. H. Leonhard and Ida Leonhard, his wife,

Seal 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 on the 27th day of January 1935.

P. C. Whipple

Notary Public.

## RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of  
Deeds to enter the discharge of this mortgage of record. Dated this 12th day of January 1933.

*Alfred Heck*  
Mortgage. Owner.

This Release  
was written  
on the original  
Mortgage &  
entered  
this 12th day  
of January  
1933.  
B. C. P. [Signature]  
Reg. of Deeds.