

and Lucie Sheppard his wife who are personally known to me to be the same persons who executed the foregoing instrument of writing, and such persons duly acknowledged the execution of the same.

The words "Payable in United States Gold Coin of the present Standard of Weight and Fineness" were inserted before the above instrument was signed.

Witness my hand and official seal, the day and year last above written.

My commission expires Dec 11th 1892.

T. J. Gregory

T. J. Gregory

Notary Public

Recorded Dec. 30, 1891 at 10³⁰ o'clock A.M.

James Brooks

Register of Deeds.

A. D. Sheppard and Lucie Sheppard his wife of Douglas County, State of Kansas, first party, for the consideration of \$80⁰⁰ do hereby sell and convey to the New England Loan and Trust Company, second party, its successors or assigns an indefeasible estate in fee simple absolute in and to the following described real estate in Douglas County, State of Kansas, together with all of the rents issues and profits which may arise or be had therefrom to wit: The West half of the South West quarter of Section Three in Township Fifteen South of Range Twenty One East of the sixth principal meridian, containing 80 acres more or less as shown by the United States government survey. And warrant the title against the lawful claims of all persons whomsoever.

This conveyance is junior and subsequent to a mortgage upon the same real estate for \$800⁰⁰ of even date herewith in which each party is the same as herein. It is agreed that if a promissory note for \$80⁰⁰ payable in ten installments at the office of said company in Kansas City, Missouri made and delivered this day by the first party to the second party, and secured hereby, be paid according to the terms thereof, and the several coupons named in said prior mortgage be paid as here provided, and the several agreements made by said first party in said prior mortgage be faithfully performed, then this conveyance shall be void and be released at the expense of the first party or assigns.

If, however, any installment of the said promissory note, or any of said coupons become delinquent, or the second party pay out any sum or sums under the terms of said prior mortgage for insurance, taxes, assessments or to procure release of statutory lien claims, or the said prior mortgage is paid off in full then, at the election of said second party, the whole of the balance of said

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