

MORTGAGE RECORD No. 40.

COUPON MORTGAGE - JAMES DOUGLAS & SONS CO. LEAVENWORTH, KAN. - No. 1711

This Indenture, Made this 9th day of October in the year of our Lord one thousand nine hundred and Five between Howard D. Sheppard and Lucie O. Sheppard his wife of Palmyra Township in the County of Douglas and State of Kansas, of the first part, and Henry J. Arnolt of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Thousand (\$2000.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said part 2 of the second part, his 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 West one half (1/2) of the North East Quarter of Section Number Eight (8) in Township Fifteen (15) and Range Twenty One (21) Containing Eighty (80) Acres More or Less.

with the appurtenances and all the estate, title and interest of the said part 1 of the first part therein. And the said Howard D. Sheppard and Lucie O. Sheppard his wife do hereby covenant and agree that at the delivery hereof they were 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 against all claims whatsoever. This Grant is intended as a MORTGAGE to secure the payment of the sum of Two Thousand (\$2000.00) Dollars, according to the terms of one certain promissory note this day executed by the said Howard D. Sheppard and Lucie O. Sheppard his wife to the said part 2 of the second part. Said note being given for the sum of Two Thousand (\$2000.00) Dollars, dated Edgerton Kans Oct 7, 1905 No 1012, due and payable in Five years from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereunto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part 1 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 the said mortgagee, in the sum of Eight Hundred DOLLARS,

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part 1 of the first part, and the expense of such taxes and accruing penalties, interests 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 payment, 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 part 2 of the second part, and all sums paid by the part 2 of the second part for insurance, shall be due and payable or not at the option of the part 2 of the second part; and it shall be lawful for the part 2 of the second part or his executors, administrators and 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 part 2 of the second part his 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 surplus, if any there be, shall be paid by the part 2 making such sale on demand, to the said parties of the first part or their heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1 of the first part have hereunto set their hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

J. R. Hale

Howard D. Sheppard (SEAL)

Lucie O. Sheppard (SEAL)

State of Kansas, Johnson County, ss.

BE IT REMEMBERED, That on this 9th day of Oct A. D. 1905, before me

J. R. Hale a Notary Public in and for said County and State came

Howard D. Sheppard and Lucie O. Sheppard his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires July 15th 1906 (L.R.) J. R. Hale Notary Public

Filed for Record the 11th day of October A. D. 1905, at 10²⁵ o'clock P. M.

By C. W. Armstrong Deputy. Register of Deeds.

The following is indexed in the original presentment
 of the note herein acknowledged having been paid in full this mortgage
 is hereby released and the large abstract recorded and discharged
 returned my hand this 29 day of March A.D. 1910
 by T. W. Scott his ally in fact
 Recorded Mar 31 1910
 T. W. Lawrence
 Register of Deeds.