

## MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOHNSON CO., PRINTERS, UNDERS AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this 28<sup>th</sup> day of June in the year of our Lord, one thousand nine hundred & Six, between Howard D. Sheppard and Susie C. Sheppard of Calumna Twp. in the County of Douglas and State of Kansas, of the first part, and

J. C. Sinclair of the second part: Witnesseth, That the said parties of the first part, in consideration of the sum of Fifteen Hundred 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 4 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 South half of the North West Quarter of Section Three (3) Township Fifteen (15) Range Twenty One (21) Containing Eighty (80) acres more or less.

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

This Grant is intended as a Mortgage to secure the payment of the sum of

Fifteen Hundred according to the terms of one certain Open End Bond this day executed and delivered by the said parties of the first part to the said part 4 of the second part the five years after date with interest @ six per Cent per annum payable annually with the privilege of paying \$100.00 or any multiple thereof at any time before maturity.

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 in the payment of the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall be due and payable, and it shall be lawful for the said part 4 of the second part, his executors, administrators and assigns, at any time hereafter, 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 4 making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

Howard D. Sheppard [SEAL.]  
Susie C. Sheppard [SEAL.]

STATE OF KANSAS,

County of Franklin } ss.

BE IT REMEMBERED, That on this 25<sup>th</sup> day of June A. D. 1906, before me

Howard D. Sheppard and Susie C. Sheppard a Notary Public in and for said County and State, came his wife 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 17-Apr-1907 J. F. Creshaw Notary Public.

Filed for Record the 29 day of June A. D. 1906 at 11<sup>20</sup> o'clock A. M.

Wm. Armstrong Register of Deeds.  
By Elsie C. Armstrong Deputy.

Recorded 11-19-1906.  
 All Writings, Regd. of Deeds.  
 By Elsie C. Armstrong, Regd.  
 For Release See Book 57 Page 459