

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. Journal Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 15 day of March in the year of our Lord, one thousand nine hundred & seven, between James M. Shepherd and Ella B. Shepherd (His wife) of Shawnee and State of Kansas, of the first part, and

N. E. Shumway of the second part:

Witnesseth, That the said party's of the first part, in consideration of the sum of \$1500.00 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 party 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 South west (1/4) Quarter of Section numbered Eleven (11) in Township numbered Fourteen (14) in Range number Eighteen (18) East of The Sixth to P.M. Containing (160) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said party's of the first part therein. And the said James M. Shepherd & Ella B. Shepherd 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 and that they will warrant and defend the same against all claimers 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 promissory note this day executed and delivered by the said James M. Shepherd & Ella B. Shepherd to the said party of the second part

and note being given for the sum of Fifteen Hundred Dollars, dated at Topeka Kansas, March 15th 1907, due and payable in five years from date hereof with interest thereon from date hereof until paid, according to the terms of said note and coupons thereon, 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 party of the second part, their 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 party of the second part, on demand, to said James M. Shepherd & Ella B. Shepherd heirs and assigns.

IN WITNESS WHEREOF, The said party's 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

J. E. Shaffer

James M. Shepherd [SEAL]

Ella B. Shepherd [SEAL]

STATE OF KANSAS,

Shawnee County ss.

BE IT REMEMBERED, That on this 15 day of March A. D. 1907, before me

the undersigned a Notary Public in and for said County and State, came James M. Shepherd and Ella B. Shepherd (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 June 11, 1907 J. E. Shaffer Notary Public.

Filed for Record the 18 day of March A. D. 1907 at 2¹⁵ o'clock A.M.

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

The following is enforced on the original instrument
\$1500.00 March 15 1907 Received of James M. Shepherd the within named money
newly for the sum of Fifteen Hundred Dollars Fifteen hundred and no dollars
in full satisfaction of the within Mortgage N. E. Shumway
in full satisfaction of Shaffer.

Recorded March 19 1907
Floyd L. Lawrence
Register of Deeds

This note herein described having been paid in full, this page is hereby released and the lien hereby created discharged. As witness my hand and seal this 18th day of March, 1907.

Recorded March 18 1912
Floyd L. Lawrence