

MORTGAGE RECORD No. 43.

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

This Indenture, Made this 27th day of January in the year of our Lord one thousand nine hundred and eight, between William J. Shannon (a single man) of Wellsville in the County of Franklin and State of Kansas, of the first part, and Nelson Nickoles of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Eight Hundred and ¹⁰⁰/₁₀₀ (\$800.00) Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said party 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:

All of the North One Half (1/2) of the West One Half (1/2) South West one quarter of section No. Three (3) Township No. Fifteen (15), Range No. Twenty One (21) East containing Forty (40) acres more or less.

N 1/2 of W 1/2 of SW 1/4 of 3-15-21 - Douglas Co. Ks.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said William J. Shannon do hereby covenant and agree that at the delivery hereof he is the lawful owner 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 (\$800.00) Eight hundred and ¹⁰⁰/₁₀₀ Dollars according to the terms of a certain coupon note this day executed and delivered by the said William J. Shannon to the said party of the second part

\$800.00 For value received, on the 27th day of January 1912 I promise to pay Nelson Nickoles or order, Eight hundred and 100/₁₀₀ Dollars with interest at the rate of Six (6%) per cent pro rata semi annually, and according to a note of even date.

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, 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; 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 first part, his heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

William J. Shannon [SEAL]
[SEAL]
[SEAL]

STATE OF KANSAS,
County of Franklin } ss.

BE IT REMEMBERED, That on this 27th day of January A. D. 1908, before me

William J. Shannon (a single man) a Notary Public in and for said County and State, came William J. Shannon 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 7th July 1910

F. E. Fichler Notary Public.

Filed for Record the 28th day of Jan. A. D. 1908 at 10⁴⁵ o'clock A. M.

W. J. Shannon Register of Deeds.
By Eric E. Shannon Deputy.

Recorded

Register of Deeds
Mon 19 1913
W. J. Shannon

The following is endorsed on the original instrument
The within Mortgage having been paid in full it is hereby
released on the 19th day of October 1912
W. J. Shannon

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Recorded Jan 4 1913