

MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

The following is endorsed on the original instrument:  
My within Mortgage being duly paid, it is hereby returned on this 21st day of March 1914.  
Mary E. Casworth

Recorded March 22 1912  
By J. C. Lawrence  
Notary at Deeds  
Geo. C. Wright  
(For Assignment See Book 51-Page 415)  
(For Assignment See Book 44-Page 64)

This Indenture, Made this 21<sup>st</sup> day of December in the year of our Lord one thousand nine hundred & eight, between David Key, a single man of Atchison Twp. in the County of Douglas and State of Kansas, of the first part, and Edward D. Sheppard of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Fifteen Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do sell 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:

The South half of the North West Quarter of Section Three (3) Township Fifteen (15) Range Twenty one (21) East.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said David Key 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 Fifteen Hundred according to the terms of One certain Coupon note this day executed and delivered by the said David Key to the said party of the second part. Payable Five years from date with interest semi-annually - Provided however that \$100.00 or any multiple thereof may be paid any interest paying day. 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 making such sale, on demand, to said David Key - or 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

David Key [SEAL]  
[SEAL]  
[SEAL]

STATE OF KANSAS,  
County of Franklin } ss.

BE IT REMEMBERED, That on this 21<sup>st</sup> day of December A. D. 1908, before me, a Notary Public in and for said County and State, came

David Key a single man -  
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 - Feb - 1912

J. C. Simmons Notary Public.

Filed for Record the 21<sup>st</sup> day of Dec A. D. 1908, at 11<sup>00</sup> o'clock A. M.

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