

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 30th day of March in the year of our Lord One thousand nine hundred & nine, between Addison T. Sheppard & Martha J. Sheppard his wife of Polk County in the County of Douglas and State of Kansas, of the first part, and The Hall County Bank of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Two Thousand 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 2d of the second part its successors 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 East half (1/2) of the South West quarter (1/4) of Section Thirty Two (32) Township Fourteen (14) South of Range Twenty One (21) East, Containing Eighty (80) acres more or less

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 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 Two Thousand Dollars according to the terms of one certain coupon note this day executed

and delivered by the said parties of the first part to the said part 2d of the second part payable Five years after date with interest at the rate of six per cent Per annum payable semi-annually with privilege of paying \$100 or any multiple thereof at any interest 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 part 2d of the second part, its successors 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 part making such sale, on demand, to said Parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Addison T. Sheppard [SEAL]

Martha J. Sheppard [SEAL]

[SEAL]

STATE OF KANSAS,

Budget H. Franklin } ss.

BE IT REMEMBERED, That on this 30th day of March A. D. 1909, before me,

Addison T. Sheppard & Martha J. Sheppard

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 April 17 1910

J. F. Lawrence

Notary Public.

Filed for Record the 23 day of April A. D. 1909, at 11 o'clock 9 M.

Floyd L. Lawrence Register of Deeds.

Deputy.

(For assignment see Book 57, Page 3)

(For assignment see Book 57, Page 173)

(The following is entered under original instrument)
The within mortgage being in full of the debt of the said parties of the first part to the said part of the second part, this 30th day of March, 1909.
Floyd L. Lawrence
Register of Deeds.

Received May 16, 1910.