

MORTGAGE RECORD No. 45.

639

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

This Indenture, Made this 30th day of October in the year of our Lord Nineteen
hundred Nine, between W D Shepherd & Lucie Shepherd
his wife of Douglas in the County of
Douglas and State of Kansas, of the first part, and The Lawrence National
Bank of Lawrence, Kansas of the second part:

Three 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 of the second part its 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:

North West 1/4 Sec 9 Twp 15 Range 21

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said
W D Shepherd & Lucie Shepherd 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 2,500 given to Bartlett
Land & Loan Company

Three Thousand Dollars This Grant is intended as a Mortgage to secure the payment of the sum of
according to the terms of one certain note this day executed
and delivered by the said W D Shepherd & Lucie Shepherd to the said part of the second part

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 of the second part its heirs, 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 of making such sale, on demand, to said W D Shepherd & Lucie Shepherd
heirs and assigns.

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

Signed, Sealed and Delivered in presence of

W D Sheppard (SEAL)
Lucie Sheppard (SEAL)
(SEAL)

STATE OF KANSAS.

Douglas County } ss.

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



W D Sheppard & Lucie Sheppard
to me personally known to be the same
persons 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 January 25 1910 George W. Palmer Notary Public.

Filed for Record the 9th day of Nov A. D. 1910, at 9:30 o'clock W M.

Flayed L. Lawrence Register of Deeds.
Deputy.

Grand Juror Seal Book 5-1 Page 124