

do further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said parties of the second part, their successors, heirs or assigns may without notice, declare the entire debt hereby secured, immediately due and payable, and there-upon, or in case of default in payment of said promissory note at maturity, the said parties of the second part, their successors, heirs or assigns shall be entitled to immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels. In Witness Whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

In Presence of

Roscoe Smith

Norma W. Welch

W. R. Hibbard

Mary E. Welch.

State of Kansas Franklin County, SS. Be It Remembered that on this First day of June A.D. nineteen hundred and nine before me the undersigned, a Notary Public in and for said County and State, came Norman W. Welch and Mary E. Welch, his wife, who are personally known to me to be the identical persons who executed the foregoing Mortgage deed, and fully acknowledged the execution of the same to be their voluntary act and deed. In Testimony 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, 1911.

J. F. Preshaw.

(SEAL) Notary Public *A* Franklin County Kansas

Recorded June 2, 1909 at 1.32 o'clock P. M.

Notary Public Franklin County  
*Floyd L. Lawrence*  
 Register of Deeds.

This Indenture Made the First day of June A. D. 1909 between Howard D. Sheppard and Susie O. Sheppard his wife, of the county of Douglas and State of Kansas, party of the first part, and J. L. Pettyjohn & Co. of Olathe, Johnson County Kansas, parties of the second part. Witnesseth, that the said party of the first part, in consideration of the sum of Fifteen Hundred and no/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said parties of the second part, their successors heirs and assigns, the following described real estate in the county of Douglas and State of Kansas, to-wit: The Northeast quarter ( $\frac{1}{4}$ ) of the Northeast quarter ( $\frac{1}{4}$ ) of Section Number Eight (8) Township Number Fifteen (15), Range Number Twenty-one (21) East of the Sixth (6th) Principal Meridian in Douglas County Kansas. To Have and to Hold the same, with all the appurtenances thereto belonging or in any wise appertaining, including the right of homestead, and every contingent right or estate therein, unto the said parties of the second part, their successors, heirs and assigns forever; the intention being to convey an absolute title in fee to said premises And the said party of the first part hereby covenants that they are lawfully seized of said premises and have good right to