

sum hereby secured. And the said party of the first part 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
S.D. Mohennari

Howard D. Sheppard
Susie O. Sheppard

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 Howard D. Sheppard and Susie O. Sheppard, his wife, who are personally known to me to be the ~~XXXX~~ identical persons described in and who executed the foregoing mortgage deed and duly 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 (SEAL) J.P. Preshaw, Notary Public, Franklin County, Kansas.

Recorded June 2 A.D. 1909 at 1.33 P.M.

J. L. Lawrence
Register of Deeds.

This Indenture, made this 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 Southeast quarter (¼) of the Northeast quarter (¼) 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 appurtenances thereto belonging or in anywise appertaining, including any right of homestead, and every contingent right or estate therein, unto the said parties of the second part, their ~~XXXX~~ 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 convey the same; that said premises are free and clear of all incumbrances; and that

*Remorse before me the following is endorsed on the original instrument:
Howard D. Lawrence, Register of Deeds, has been complied with, and the same is hereby
acknowledged, released and discharged. Witness
my hand this 21 day of March, 1912
J. L. Pettyjohn & Co., by G. F. Pettyjohn
a member of the firm*