

covenant and agree that in case of default in payment of any installment of interest 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

Howard Sheppard.

S. D. Mohennan

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 identical persons 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, 1909 at 1.34 o'clock P. M.

Floyd L. Lawrence
Register of Deeds.

This Indenture, made the first day of June A. D. 1909 between Albert F. Neis and Anna M. Neis, 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 Forty-three 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 ($\frac{1}{4}$) of Section Number Eight (8) Township Number Fifteen (15), Range Number Twenty-one (21) East of the Sixth (6) Principal Meridian in Douglas County Kansas. To Have And To Hold The Same with all appurtenances thereto belonging or in any wise appertaining thereto, including any right of homestead, and every contingent right or estate therein unto the said parties of the second part, their successors, heirs or assigns forever; the intention being to convey an absolute title in fee to said premises.

For Release See Book 57 Page 338

For Assignment See Book 47 Page 338