

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 thereupon or in case of default in the payment of said promissory note at maturity, the said parties of the second part, their successors, heirs and 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.

Howard D. Sheppard

In presence of J. W. Thomas.

Susie O. Sheppard.

State of Kansas-Johnson-County-SS. Be it remembered that on this 7th day of October 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 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 Apr. 2nd 1910. (SEAL) J.W. Thomas.

Notary Public, Johnson County Kansas.

Recorded Oct. 9th A. D. 1909 at 9.35 A.M.

Floyd L. Lawrence
Register of Deeds.

THIS INDENTURE made the First day of October 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 Twelve Hundred fifty 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 Southwest 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 the appurtenances thereunto belonging or in any wise appertaining, including any 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 inten-

(For return see next page)

(The following is endorsed on the original instrument)
If considered, with the original instrument, it is a part of the same.

Recorded Oct. 16 1909