

payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$_____ in insurance Companies acceptable to the said parties of the second part, their successors heirs or assigns, and assign and deliver to them all policies of insurance on said buildings and the renewals there of; and in case of failure to do so, the said parties of the second part their successors, heirs or assigns may pay such taxes and assessments make such repairs, or effect such insurance; and the amounts paid therefor, with interest thereon from the date of payment, at the rate of ten percent per annum shall be collectible with as part of and in the same manner as the principal 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 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 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

Howard D. Sheppard

J.W. Thomas.

Susie O. Sheppard

State of Kansas Johnson County SS Be it Remembered that on this 14th day of May A.D. nineteen hundred and ten 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. 1914. (SEAL) J.W. Thomas Notary Public

Johnson County Kansas.

Recorded May 17th A.D. 1910 at 10.28 A.M.

Floyd L. Lawrence Register of Deeds.
Mamuel McInnis Deputy.

THIS INDENTURE, made this Second day of May A.D. 1910 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 Four Hundred and no/100 Dollars in hand paid the receipt whereof is hereby acknowledged do hereby grant bargain sell convey

(See next page for enclosure)