

MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Maders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 20th day of May, in the year of our Lord one thousand nine hundred and eleven, between Susie O. Sheppard and H.D. Sheppard her husband of Palmyra Twp. in the County of Douglas and State of Kansas, of the first part, and Eli Cox of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Fifteen Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, had sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas described as follows, to-wit:

9th Northwest Quarter (N.W. 1/4) of Section Nine (9) Township Fifteen (15) Range Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a mortgage for \$500.00 to J. L. Pettigrew & Co.

This Grant is intended as a Mortgage to secure the payment of the sum of Fifteen Hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part due one year after date with interest at the rate of seven per cent

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part, his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Susie O. Sheppard [SEAL]
H.D. Sheppard [SEAL]
[SEAL]

STATE OF KANSAS.

County of Franklin } ss.

BE IT REMEMBERED, That on this 20th day of May, A. D. 1911, before me,



Susie O. Sheppard and H.D. Sheppard
her husband to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day last above written.

My Commission Expires within one year of June 9, 1911

Harry P. Mueser
Notary Public.

Filed for Record the 27 day of May, A. D. 1911, at 9 o'clock 9 M.

Lloyd L. Lawrence Register of Deeds.
Deputy.

Recorded March 26th 1911
 The following is indexed on the original instrument
 the 15th Mortgage having been paid on 11th day of
 March 1911
 E. Cox