

MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Indiana and Bank Book Market, Lawrence, Kan.

This Indenture, Made this 29th day of June in the year of our Lord one thousand nine hundred & eleven, between Lloyd E. Sheppard & Eliza Pearl Sheppard, his wife of Palmyra Twp in the County of Douglas and State of Kansas, of the first part, and The Wellsville Bank 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, have sold, and by these presents do—grant, bargain, sell and mortgage to the said part of the second part its successors 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:

The West Half (W 1/2) of the Northeast Quarter (N.E. 1/4) of Section Eight (8) Township Fifteen (15) Range Twenty one (21) Containing Eighty acres more or less

with all the appurtenances, and all the estate, title and interest of the said part 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 owner of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances Except one certain mortgage for \$3000 to J. J. 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 part of the second part two years after date with interest at 7% per annum payable semi-annually.

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, on said land and its appurtenances, and the interest thereon, then this conveyance shall become absolute, and the whole amount 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 part of the second part, its successors 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 part making such sale, on demand, to said parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Lloyd E. Sheppard [SEAL]
Eliza Pearl Sheppard [SEAL]
[SEAL]

STATE OF KANSAS,

County of Franklin } ss.

BE IT REMEMBERED, That on this 29 day of June A. D. 1911, before me,



Lloyd E. Sheppard & Eliza Pearl Sheppard his wife a Notary Public in and for said County and State, came 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 and year last above written.

My Commission Expires on the 21st day of February 1914

Harry L. Muesse
Notary Public.

Filed for Record the 30 day of June A. D. 1911, at 9²¹ o'clock 9 M.

Floyd L. Lawrence Register of Deeds.
Deputy.

THIS FOLLOWING IS INDEXED ON THE OFFICIAL INSTRUMENTS

The within mortgage and having been paid in full it is hereby released on the original instrument of the 19th day of May 1913 by J. J. Pettigrew & Co.

Recorded May 21 1913
Floyd L. Lawrence
Register of Deeds