

## MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Black Book Makers, Lawrence, Kan.

This Indenture, Made this 29th day of June in the year of our Lord one thousand nine hundred and eleven, between Howard D. Sheppard & Susie D. Sheppard, his wife of Palmyra, Iowa in the County of Douglas and State of Kansas, of the first part, and

The Wellsville Bank of Wellsville, Kans. of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Three Thousand 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 party of the second part its successors 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:

The East Half (E. 1/2) of the Northeast Quarter (N.E. 1/4) of Section Eight (8) and the East Forty Four (44) acres of the South Half of the East Thirty four (34) 1/100 acres of the North half of the Southeast quarter of Section Four (4) All in Township fifteen (15) Range Twenty one (21)

with all the appurtenances, and all the estate, title and interest of the said party 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 Mtg for \$3000 on the E 1/2 NE 1/4 8-15-21 and Mtg for 2700 on the 78 1/2 acres in 4-15-21 -

This Grant is intended as a Mortgage to secure the payment of the sum of Three Thousand 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 two years after date with interest at the rate of seven per cent 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, 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 its successors heirs 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 of the first part making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said party 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

Howard D. Sheppard [SEAL]

Susie D. 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,

Howard D. Sheppard & Susie D. Sheppard, his wife a Notary Public in and for said County and State, came

Howard D. Sheppard & Susie D. Sheppard, his wife 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 29 day of February 1912

Harry L. Mueser Notary Public.

Filed for Record the 30 day of June A. D. 1911, at 9 1/2 o'clock A.M.

Floyd L. Lawrence Register of Deeds.

Deputy.

(See Opinion in Book 57 Page 443)  
 Enclosed Village sub Book 57 Pg 97