

## MORTGAGE RECORD No. 49.

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

This Indenture, Made this 20 day of Sept in the year of our Lord nineteen  
hundred and twelve, between Howard D. Sheppard and Lucie Sheppard  
his wife of Polmyra Twp in the County of  
Douglas and State of Kansas, of the first part, and  
The Baldwin State Bank, of Baldwin, Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Twenty nine hundred fifty 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 4 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:

19th East half of the North East quarter of Section Eighty (Township fifteen (15) Range Twenty one (21)  
1/2 East half of South East quarter of Section Eighty (Township fifteen (15) Range Twenty one (21)

with all the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said  
Howard D. Sheppard and Lucie Sheppard 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 first Mfg. of \$3000 and 2nd Mfg. of \$1500 on four tracts and  
third Mfg. of \$2700 and second Mfg. of \$1500 on 1/2 East half of Section Eighty (Township fifteen (15) Range Twenty one (21))

This Grant is intended as a Mortgage to secure the payment of the sum of  
Twenty nine hundred fifty Dollars  
according to the terms of one certain note on this day executed  
and delivered by the said Howard D. Sheppard and Lucie Sheppard to the said part 4 of the second part  
are in one year with 7% interest

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 part 4 of the second part, its successors 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 part 4 making such sale, on demand, to said Howard D. Sheppard and Lucie Sheppard  
heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands and seals the day and year first above  
written.

Signed, Sealed and Delivered in presence of

Howard D. Sheppard [SEAL]  
Lucie O. Sheppard [SEAL]  
[SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 20 day of Sept A. D. 1912, before me,



W. M. Clark a Notary Public in and for said County and State, came  
Howard D. Sheppard and Lucie O. Sheppard his  
husband to me personally known to be the same  
persons 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  
year last above written.

My Commission Expires May 15 1915

W. M. Clark Notary Public.

Filed for Record the 23 day of Sept A. D. 1912, at 9 o'clock A M.

Gloyd L. Lawrence Register of Deeds.  
Deputy.

Indenture of Release see Book 57 Page 213  
 Tortious Release see Book 57 Page 287