

MORTGAGE RECORD No. 49.

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

This Indenture, Made this 7th day of March in the year of our Lord 1912
between Susi O. Shepard and Howard D. Shepard, her husband
of Prima, Mo. in the County of Prima
and State of Kansas, of the first part, and
The National Bank of the second part:

Witnesseth, That the said parties 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 part 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 Northwest Quarter of Section Nine (9) Township Fifteen (15) Range Twenty one (21)

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 of \$5500.00 to J. L. Pettyjohn & Co and except also a mortgage of \$1500.00 to Eli C. Co. 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 part of the second part for two years after date with interest at Eight per cent. Privilege given to pay any amount on principal at any time interest 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 part of the second part its successors 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 part 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 part of the first part hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of Howard D. Shepard [SEAL]
Susi O. Shepard [SEAL]
[SEAL]

STATE OF KANSAS,
County of Prima } ss.

BE IT REMEMBERED, That on this 7th day of March A. D. 1912, before me, K. L. Muesse a Notary Public in and for said County and State, came Susi O. Shepard and H. D. Shepard, 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 and year last above written.
My Commission Expires Feb 24 1914 Harvey L. Muesse Notary Public.

Filed for Record the 4 day of Jan A. D. 1913, at 11 o'clock A. M.
D. Lloyd L. Lawrence Register of Deeds.
Deputy.

For release on Book 51, Page 488