

# MORTGAGE RECORD No. 49.

633 11

MORTGAGE STANDARD FORM, Gazette Co. Printers, Boston and Harry Book Mfg. Co. Lawrence, Kas.

This Indenture, Made this 10th day of Sept in the year of our Lord 1912, between Lloyd E. Sheppard and Pearl Sheppard of Franklin County in the County of

Douglas

and State of Kansas, of the first part, and

Lloyd E. Sheppard

of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of

One 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 2d 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:

The West half of the North East Quarter of Section Eight (8) Township 9 North (15) Range Twenty One (21)

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Lloyd E. Sheppard and Pearl Sheppard do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises, above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a first mortgage of \$3000 and a second mortgage of \$1500

This Grant is intended as a Mortgage to secure the payment of the sum of

One Thousand

according to the terms of one certain note this day executed

and delivered by the said Lloyd E. Sheppard and Pearl Sheppard to the said part 2d of the second part payable in one year with 7% interest from date

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 2d 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 costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said Lloyd E. Sheppard, his heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part in his hereto and his day and year first above written.

Signed, Sealed and Delivered in presence of

Lloyd E. Sheppard [Seal]  
Pearl Sheppard [Seal]  
[Seal]

STATE OF KANSAS,

Franklin County } ss.

BE IT REMEMBERED, That on this 10th day of October A. D. 1912, before me, Notary Public a Notary Public in and for said County and State, came Lloyd E. Sheppard and Pearl 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 July 17th 1916 J. C. Summers Notary Public.

Filed for Record the 15th day of July A. D. 1913, at 7:20 o'clock A. M.

Lloyd E. Sheppard Registrar of Deeds.  
[Signature] Deputy.

For Release See Book 57 Page 210

(For Release See Book 57 Page 210)

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Register of Deeds.

Deputy.