

THIS INDENTURE, Made this 23<sup>rd</sup> day of Dec in the year of our Lord One thousand Nine Hundred and Twelve, between J.E. Shields and Cordelia Shields, his wife, of the County of Douglas and State of Kansas, of the first part, and the Deming Investment Company, a corporation under and by virtue of the laws of Kansas, of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of Seventy and no/100 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 or assigns, forever, all that tract or parcel of land situate in the County of Douglas and State of Kansas, described as follows, to-wit: The South Half of Southeast Quarter (except ten (10) acres thereof) of Section Eight (8) in Township Twelve (12) Range Nineteen (19) East of the sixth Principal meridian, containing in all 70 acres more or less, according to the government survey thereof, with the appurtenances and all the estate, title and interest of the said parties 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, and will warrant and defend the same, and that the same is free and clear of all incumbrance of whatsoever kind except one certain Mortgage for \$1000 made to The Deming Investment Company. This grant is intended as a mortgage to secure the payment of the sum of Seventy and no/100 Dollars, payable as follows, to-wit: \$35 due Jan 1st 1914 \$35. due Jan 1st 1915 according to the terms of 2 certain promissory notes this day executed and delivered by the said parties of the first part to the said party of the second part; and this conveyance shall be void is such payment be made as herein specified. Now if payment is made as provided, this mortgage shall be released at the cost of the mortgagors, which cost they agree to pay, but if said sum of money or any interest thereon, is not paid when due, or if any taxes or assessments, now or hereafter levied or imposed in said county or state, against said real estate, or upon this mortgage or the notes secured thereby, or if any installment of principal or interest of any mortgage or lien prior to this are not paid when the same are due and payable, or if default be made in the agreement to keep property insured as hereinafter set forth, then, in either of these cases, the sum hereby secured, with the interest thereon, shall immediately become due and payable, at the option of the mortgagee or assigns, without notice. But the legal holder of this mortgage may, at his option, pay such taxes, assessments or installments of principal or interest, or charges for insurance, so due and payable, as the mortgagors or assigns shall neglect or refuse to pay, and said amounts together with interest thereon at the rate of 10 per cent per annum, payable semi annually, shall be an additional lien upon the said mortgaged property and the same shall be secured by this mortgage; and it shall be lawful for said party of the second part, its successors or assigns, at any time thereafter, to sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisalment hereby waived, or not, at the option of the party of the second

Recorded Jan 31<sup>st</sup> 1912

Register of Deeds

of January 1915.  
James C. Brayer  
Edward L. Brayer

(Comp. paid)

The Deming Investment Company  
By J. E. Shields  
Cordelia Shields

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