

## Mortgage Record.

This Indenture, Made this 10th day of November in the year of our Lord one thousand nine hundred and thirteen, between Addison T. Sheppard and Martha J. Sheppard his wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and

M. E. Miller 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 her 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 South half (S $\frac{1}{2}$ ) of the North East Quarter (N.E. $\frac{1}{4}$ ) of Section Thirty One (31) Township Fourteen (14) Range Twenty One (21). Also the North half (N $\frac{1}{2}$ ) of the South East Quarter (S.E. $\frac{1}{4}$ ) of Section Thirty One (31) Township Fourteen (14) Range Twenty One (21)

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 will 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, and that they will warrant and defend the same against all claims whatsoever. 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 by the said

Parties of the first part

to the said part of the second part; said note being given for the sum of

Three Thousand DOLLARS, dated November 10th 1913, due and payable in five years from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of Ninety dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of

DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs of the mortgage remaining unpaid or which may have been paid by the part of the second part of the second part, and all sums paid by the part of the second part of the second part for insurance, shall be due and payable or not, at the option of the part of the second part of the second part, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part of the second part of the second part, to the said parties of the first part, their heirs and assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part of the second part of the second part, making such sale, on demand, to the said Parties of the first part, their heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year last above written.

Signed, sealed and delivered in presence of

Addison T. Sheppard (SEAL.)

Martha J. Sheppard (SEAL.)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 10th day of November A. D. 1913, before me, A. F. Flinn, a Notary Public

in and for said County and State, came Addison T. Sheppard and Martha J. Sheppard his wife

to me personally known to be the same persons who executed the foregoing instrument of writing, 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 April 10th 1915

This instrument was filed for record on the 22nd day of Nov.

A. F. Flinn Notary Public.

A. D. 1913, at 1:00 o'clock P.M.

Wm. L. Lawrence Register of Deeds.

Geo. B. Wigel Deputy.

This Indenture is acknowledged by the parties herein and the mortgagee herein described having been paid in full, this mortgage is hereby released and the same is discharged. As witness my hand this 10th day of November A. D. 1913.  
M. E. Miller  
Attest  
Wm. L. Lawrence

Recorded May 4 1914  
Castell  
Register of Deeds