

MORTGAGE RECORD NO. 55.

This Indenture, Made this first day of December in the year of our Lord nineteen hundred and seventeen, between A.H. Shepard and Amanda Shepard, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Peoples State Bank of Lawrence Kansas of the second part:

WITNESSETH, That the said part y of the first part, in consideration of the sum of One Hundred Ninety and 70/100 DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do grant, bargain, sell and mortgage to the said part y of the second part its 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 north One-Half (1/2) of Lt. Number Twenty-one (21) in addition five (5), in that part of the City of Lawrence known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said part ies 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

This Grant is intended as a Mortgage to secure the payment of the sum of One Hundred Ninety Dollars according to the terms of one certain coupon note this day executed and delivered by the said parties of the first part to the said part y of the second part

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 y of the second part, its 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 y making such sale, on demand, to said parties of the first part heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part ha ve hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

A.H. Shepard (SEAL)
Amanda Shepard (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas } ss.

BE IT REMEMBERED, That on this 1st day of Dec A. D. 1917, before me, Henry H. Asher a Notary Public in and for said County and State, came A.H. Shepard and Amanda Shepard, his wife to me personally known to be the same person who who executed the foregoing instrument and duly acknowledged the execution of the same.

(L.S.)

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 Apr 3 1919 Henry H. Asher Notary Public.

Filed for Record the 4th day of December A. D. 1917, at 3:00 o'clock P.M.
Estelle Northrup Register of Deeds.
Jesse Flood Deputy.

For the purpose of recording or otherwise disposing of the same, the mortgage is hereby acknowledged and the same is hereby certified to be correct. As witness my hand this 1st day of December, A. D. 1917.

By W. C. Corns Clerk of Douglas County, Kansas.

Recorded Dec 11 1917

Estelle Northrup Register of Deeds.