

No. 3315  
 Recd. 10<sup>00</sup>

## MORTGAGE RECORD—59.

This Indenture, Made this 19<sup>th</sup> day of March in the year of our Lord one thousand nine hundred and twenty eight, between Byron Shields and Maud Shields, husband and wife of Palmyra Township in the County of Douglas and State of Kansas, of the first part, and Mrs. W. S. Tucker of the second part:

Witnesseth, That the said party ies of the first part, in consideration of the sum of four thousand + 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 ye of the second part, he 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 Half (1/2) of the South West Quarter (1/4) of Section Fifteen (15), Township Fifteen (15), 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 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, free and clear of all encumbrances, and that they will stand and defend the same against all law suits and claims. This grant is intended as a Mortgage to secure the payment of the sum of \$ 4000.00 Four thousand + no/100 DOLLARS, according to the terms of a certain mortgage note and parties of the first part, and payable on the days of March 1933 to the order of said second part his heirs or assigns with interest at the rate of 5% with privilege of paying \$100.00 or any multiple at any interest payment date. Interest payable annually from date thereof, until interest thereon is paid in full according to the terms of said note and composition.

And this conveyance shall be void if such payment be made as provided herein, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up, or if the buildings are not kept in good repair, or if the premises are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the debt remaining unpaid shall immediately become due and payable, at the option of the holder hereof, and it shall be lawful for the said party of the second part, his executors, administrators, or assigns, at any time and from time to time, to take possession of the said premises and all the improvements thereon, and to sell the same, or any part thereof, in the manner provided by law, and out of the proceeds of the sale to retain the amount then unpaid of principal and interest, and to return the amount then due or to become due according to the conditions of this instrument, and to make such sale, and the over-plus, if any there be, shall be paid by the party of the first part or 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.

STATE OF KANSAS,  
Franklin County, ss.

Be it Remembered, That on this 17 day of March, A. D. 1928, before me,

L. S. Byron Shields and Maud Shields, husband and wife.

to me personally known to be the same person, 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 Feb. 12 - 1929. H. E. De Lar. Notary Public.

This instrument was filed for record on the 21 day of March, A. D. 1928, at 8:45 o'clock A. M.

L. E. Wellman. Register of Deeds.  
 By \_\_\_\_\_ Deputy.

ATTEST:  
Charles L. DeWitt  
Recorder of Deeds  
Franklin, Kansas

I, JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a true and correct copy of the mortgage herein recorded was made by said District Court, on the 17 day of March, 1928, and that this same is duly recorded in Journal 133, at page 573.  
 Witness my hand this 15 day of March, 1928.  
John Callahan  
 Clerk District Court.