

MORTGAGE RECORD NO. 60

This Indenture, Made this 29th day of September in the year of our Lord nineteen hundred and twenty one, between H. O. Shadard and May M. Shadard, his wife of Franklin in the County of Franklin and State of Kansas, of the first part, and E. C. Richard of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Thirty 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 party 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: Lot number Nine (9) and the Northern half (1/2) of Lot One (1) and Black One Hundred and Forty Five (145) in the city of Eudora, county and state aforesaid

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said H. O. Shadard and May M. Shadard, his wife 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 incumbrances except a mortgage of

made to William W. Shadard. This Grant is intended as a Mortgage to secure the payment of the sum of Thirty Thousand Dollars

according to the terms of one certain note this day executed and delivered by the said H. O. Shadard and May M. Shadard to the said party of the second part E. C. Richard payable one year after date at interest six per cent

payable in installments and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments 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 party 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 cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party of the first part, making such sale, on demand, to said H. O. Shadard and May M. Shadard his heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

H. O. Shadard (SEAL)

May M. Shadard (SEAL)

(SEAL)

STATE OF Kansas

Douglas County ss.

BE IT REMEMBERED, That on this 29th day of September A. D. 1921, before me,

E. C. Richard a Notary Public in and for said County and State, came

H. O. Shadard and May M. Shadard, his wife

to me personally known to be

the same persons who executed the foregoing instrument and duly acknowledged 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 1st 1922

E. C. Richard Notary Public.

Filed for Record the 29th day of Oct A. D. 1921, at 10¹⁵ o'clock P. M.

Estelle Northrup Register of Deeds

James H. Hays Deputy.

John C. Cole District Court.

Harold A. Bach

Franklin County

This instrument is recorded on the original instrument. The same 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 December 1921.

J. H. Lawrence

Walter B. Thiel

Recorded Dec. 13th 1921
- Estelle Northrup -
Register of Deeds

For assignment see Book 62 Page 209

6- JOHN C. COLE
6- having duly qualified and taken the oath of office and filed his certificate of qualification with the clerk of the District Court, and the 18th day of January 1922
6- was duly sworn to the office of District Court, and the 18th day of January 1922
6- and the 18th day of January 1922
6- and the 18th day of January 1922