

State of Kansas SS:
Johnson County

Be It Remembered, That on this 23 day of Aug A.D. 1922, Before me, the undersigned, a Notary Public in and for said County and State came B.S. Taylor President of The DeSoto State Bank who is personally known to me to be the same person who executed the within release, and such person duly acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

(LS)
Commission Expires Dec 6, 1925.
Term Expires.....19...

C. S. Hambleton
Notary Public, Johnson County, Kansas.

Recorded August 24, 1922,
At 2:15 oclock P.M.

Estelle Northrup Duffer
Register of Deeds
E. B. B. B.
Deputy

MORTGAGE.

This Mortgage, made the Sixteenth day of August, A.D. 1922, Between Addison T. Sheppard and Martha J. Sheppard, Husband and wife, of the County of Franklin, and State of Kansas, parties of the first part, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a body corporate, existing under and by virtue of the laws of New Jersey, having its Chief Office in the City of Newark, State of New Jersey, party of the second part, Witnesseth: That whereas the said parties of the first part are justly indebted to the said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, for money borrowed in the sum of..... Two Thousand Five Hundred.....DOLLARS, to secure the payment of which they have executed one promissory note, of even date herewith, payable on the First day of September, A.D. 1927, being principal note, which note bears interest from September 1, 1922, at the rate of 5 1/2 per cent. per annum, payable annually.

Said note is executed by the said parties of the first part, and both principal and interest, after maturity at the rate of ten (10) per cent. per annum, payable annually, until paid, and is made payable to the order of said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA. at its office in Newark, New Jersey.

Now, therefore, this Indenture Witnesseth: That the said parties of the first part, in consideration of the premises, and for the purposes of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performances of all the covenants, conditions, stipulations and agreements herein contained, do by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns, forever, all the following described lands and premises, situated and being in the County of Douglas, and State of Kansas, to-wit:

The East Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section Thirty-two (32), Township Fourteen (14), South of Range Twenty-one (21), East of the Sixth Principal Meridian, containing Eighty (80) acres more or less.

And the said parties of the first part expressly agree to pay the said note and interest thereon promptly as each payment becomes due, and to pay all taxes and assessments against said premises when they become due; and agree that when any taxes or assessments shall be made upon said loan, or upon said party of the second part, or assigns, on account of said loan, either by the State of Kansas or by the county or town wherein said land is situated, the parties of the first part will pay such taxes or assessments when the same become due and payable; and that they will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the party of the second part in some solvent incorporated insurance company or companies approved by the said party of the second part, for a sum satisfactory to the party of the second part, or assigns for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein, or assigns, as collateral security for the debt hereby secured.

And it is further provided and agreed by and between said parties hereto that if default shall be made in any payment of said note or interest thereon, or any part thereof when due; or if the taxes on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, and insurance premiums as heretofore mentioned, then in such case, the whole of said principal and interest thereon shall, at the option of said second party, or assigns, become due and payable and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second part, or assigns, to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first parties in payments as aforesaid; and it shall not be necessary for said party of the second part, or assigns, to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said parties of the first part.

It is further provided that said party of the second part, or assigns, may at its or their option pay said taxes, assessments, and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten (10) per cent. per annum from date of payment shall be part of

The amount secured by this mortgage has been paid in full, and the same is hereby cancelled, this 1st day of December, 1922.
The Prudential Insurance Company of America
Collect: B. N. Speltz, Jr. Sec. Vice President
Assistant Secretary (Dep. Sec.)

This Release was written on the original Mortgage & entered this 11th day of December 1922.
Handwritten Seal
Reg. of Deeds.

The Stationer of 1924 ch. (316-72) 1925-27
and when agreement was made 83 pages 211