Reg. No. 1443
Fee Paid $1.75

MORTGAGE

LOAN No. K-1017932-A

THIS INDENTURE, Made this 31st day of December A. D. 1930 between Channing S. Shepherd and Mary L. Shepherd, his wife, of the County of Douglas and State of Kansas, parties of the first part, and Collins Mortgage Company, a corporation, party of the second part.

WITNESSETH: That the said parties of the first part in consideration of the sum of Seven Thousand and 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 Convey to the said party of the second part, its legal representatives, successors 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: Northeast Quarter of Section Twenty-two (22) and the North Half of the Southeast Quarter of Section Twenty-two (22), all in Township Thirteen (13) South, Range Nineteen (19) East of the Sixth Principal Meridion; All that part of the Northwest Quarter of Section Twenty-two (22), Township Thirteen (13) South, Range Nineteen (19) East of the Sixth Principal Meridian, lying East of road running through said quarter section in a North and South direction less the south twenty (20) acres, containing 300 acres, more or less, according to the Government Survey thereof, 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 are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritence therein, and will Warrant and Defend the title to the same, and that the same is clear and free from all incumbrances of whatsoever kind.

And the said Channing S. Shepherd and Mary L. Shepherd, his wife, do hereby relinquish all right of homestead and other contingent rights in and to the said premises, and do hereby join in all the clauses, conditions and covenants hereof.

This grant is intended as a mortgage to secure the payment of Seven Thousand and No/100 Dollars, payable according to the terms of a certain promissory note, this day executed and delivered by the said parties of the first part to the said party of the second part, which said promissory note, both principal and interest, is payable on an amortization plan in sixty-five (65) equal semi-annual installments of Two Hundred Forty-Five and No/100 Dollars, each, and one installment (the last to mature) of Two Hundred Four and 30/100 Dollars: all due and payable as follows: Two Hundred Forty-Five and No/100 Dollars on the first day of July A. D. 1931 and a like sum of Two Hundred Forty-Five and No/100 Dollars semi-annually thereafter on the first day of January and July in each and every year to and including the first day of July 1963; and the last installment of Two Hundred Four and 30/100 Dollars on the first day of January 1964 by which and when the entire principal sum and interest shall be fully paid, together with interest at the rate of ten per cent per annum on any installment which shall not have been paid when due; and this conveyence shall be void if such payment be made as therein specified, but if default be made in such payment, or any part thereof, or the interest thereon, of the taxes when due, or if the insurance is not kept in force thereon, or if said first parties shall do any act impairing the value of said mortgaged property or shall fail to perform all and singular the agreements herein contained, then this conveyance shall, at the option of the party of the second part, become absolute, and the whole amount secured hereby shall become immediately due and payable, without notice (anything herein or in said promissory notes to the contrary notwithstanding) and it shall be lawful for said party of the second part, its successors or assigns, at any time thereafter, to proceed by foreclosure or any other lawful mode to collect the amount of said notes; and out of all the moneys arising from the sale under any such proceeding to retain the amount then due for principal and interest, together with the costs, as hereinafter provided, and charges of making such foreclosure sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part, their heirs or assigns.

And said parties further expressly agree that they will pay all taxes, charges or assessments levied upon said real estate or any part thereof, when the same shall become due and payable, under the laws of the State of Kansas, including all taxes and assessments of every kind and character levied upon the interest therein of the mortgagee or its assigns; and will pay all taxes levied directly or indirectly upon this mortgage or the notes secured thereby or the income arising therefrom. Upon violation of this agreement, then and in any such event the debt hereby secured, without any deduction, shall, at the option of the mortgagee, become immediately due and collectible; and the said first parties shall not be entitled to any offsets against the sums hereby secured for taxes or assessments so paid.

And said first parties further expressly agree that they will, at their own expense, until the indebtedness herein recited is fully paid, keep the buildings erected on said lands insured against loss by fire, lightning and wind-storm in the sum of ---------- in insurance companies approved by said second party, its successors or assigns, each policy having a subrogation mortgage clause attached thereto with loss, if any, payable to said second party, or assigns. In case of failure of said first parties to maintain insurance as agreed then said party of the second part, its successors or assigns, may effect such insurance and said parties of the first part assume all responsibility of proof and care and expense of collecting such insurance if loss occurs.

In case of a failure of the parties of the first part to pay taxes, insurance and all assessments on said property, including all taxes and assessments of every kind and character levied upon the interest therein of the mortgagee or its assigns, and all taxes levied upon this mortgage or the notes secured thereby, the party of the second part may pay same and the amount thereof shall be added to and deemed a part of the principal sum secured hereby and bear ten per centum interest per annum and be repayable by the parties of the first part on demand. And in the event of the foreclosure of this mortgage the amount so paid shall be included in any judgment or decree rendered therein.

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

Signed, sealed and delivered in the presence of

Channing S. Shepherd SEAL
Mary L. Shepherd SEAL

STATE OF KANSAS,
COUNTY OF DOUGLAS, SS.

On this 5th day of Jan. A. D. 1931 before me personally appeared Channing S. Shepherd and Mary L. Shepherd, his wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Legal Seal

Bernice E. Jones
Notary Public in and for said County.

My commission expires Dec. 29, 1932.

Recorded Jan. 6, 1931 A. D. at 11:30 A. M. Eric E. Armstrong Register of Deeds

For Assignment of Sec. Ch. 77 Page 260

Bernice July 1st 1933.
Eric E. Armstrong Regis. of Deeds.

FRONT