

guming, including Thirty eight (38) acres more or less, being in Sections 39  
 and 37 Township 7 South of Range 10 East of the 6<sup>th</sup> P.M. with the appurtenances,  
 and all the estate, title and interest of the said part of the first part therein. And  
 the said R. A. French and Rebecca E. French 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, and that they will warrant and defend the same  
 against all claims whatsoever. This Grant is intended as a Mortgage to se-  
 cure the payment of the sum of One Thousand Dollars, according to the  
 terms of one certain promissory note this day executed by the said R. A. French  
 and Rebecca E. French to the said party of the second part. Said note being  
 given for the sum of One Thousand Dollars, dated December 29th 1894 due and  
 payable in one year from date thereof with interest thereon from the date  
 thereof, until paid according to the terms of said note and coupons  
 thereto attached. And this conveyance shall be void if such payment be made  
 as in said note and coupons thereto attached, and as is hereinafter spe-  
 cified. And the said parties of the first part hereby agree to pay all taxes  
 assessed on said premises before any penalties or costs shall accrue on ac-  
 count thereof, and to keep the said premises insured in favor of the  
 said mortgagee, in the sum of                      Dollars, in some insurance  
 company satisfactory to said mortgagee, in default whereof the said  
 mortgage may pay the taxes and accruing penalties, interest and costs,  
 and insure the same at the expense of the parties of the first part, and  
 the expense of such taxes and accruing penalties, interest and costs,  
 and insurance, shall from the payment thereof be and become an ad-  
 ditional lien under this mortgage upon the above described premises,  
 and shall bear interest at the rate of 10 per cent. per annum. But if de-  
 fault be made in such payment, or any part thereof, or interest thereon,  
 or the taxes assessed on said premises, or if the insurance is not kept up  
 thereon, then this conveyance shall become absolute, and the whole  
 principal of said note, and interest thereon, and all taxes and accruing  
 penalties and interest and costs thereon remaining unpaid or which  
 may have been paid by the party of the second part, and all sums paid  
 by the party of the second part for insurance, shall be due and pay-  
 able or not, at the option of the party of the second part; and it shall  
 be lawful for the 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, appraisement  
 hereby waived or not at the option of the party of the second part his  
 executors, administrators or assigns; and out of all the moneys aris-  
 ing from such sale to retain the amount then due or to become due

Recorded Nov. 26-1901

By J. T. Johnson  
 Register of Deeds  
 City of Billings, W. B. Stoenard  
 Deputy.