

This Indenture, Made this 17th day of October in the year of our Lord one thousand eight hundred and ninety seven hundred between James H. Gale (single)

of Willow Springs in the County of Douglas and State of Kansas of the first part, and Charles A. Gale of Douglas County Kansas of the second part,

Witnesseth, That the said part 2 of the first part in consideration of the sum of Twelve hundred and seventy four DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, ha s sold and by these presents do se grant, bargain, sell and mortgage to the said part 2 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: The east half of the South west quarter of Section no. Thirty five (35) in Township No. Fourteen (14) of Range No. Nineteen (19).

with all the appurtenances, and all the estate, title and interest of the said part 2 of the first part therein. And the said

do se hereby covenant and agree that at the delivery hereof James H. Gale the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of

Twelve hundred seventy four Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said James H. Gale to the said part 2 of the second part:

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, 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 part 2 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 part 2 of the second part his executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the part 2 making such sale on demand to the said James H. Gale heirs and assigns.

In Witness Whereof, The said part 2 of the first part, ha s hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 17th day of October, A. D. 1904 before me,

a Notary Public in and for said county and State, came James H. Gale (single)

to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

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

My commission expires Jan. 5, 1905 J. F. Solomon Notary Public.

Recorded Oct. 17 A. D. 1904, at 2.30 o'clock P.M.

J. F. Solomon
Register of Deeds.

The following is endorsed on the original instrument.
This Note herein described having been paid in full
this Mortgage is hereby released and the lien hereby
created discharged. As witness my hand this 31st day of
October 1904. Chas. A. Gale

Received Oct 31st 1904.

C. W. Armstrong
Register of Deeds.

