

## MORTGAGE RECORD No. 40.

Lord one thousand nine  
hundred and thirty

of the first part, and

second part:

consideration of the sum of  
DOLLARS,  
grant, bargain, sell and  
conveyance situated in the County

(1) University

herely covenant

and indefeasible estate of  
just all claims whatsoever.

Dollars,

of the second part. Said

Dollars,

date hereof, with interest

ance shall be void if such

he first part hereby agree

premises insured in favor of

DOLLARS,

truing penalties, interests

and costs, and shall

at interest thereon, or shall

the whole principal of said

not at the option of the

trators 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 of the second part

the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the

overplus, if any there be, shall be paid by the part of making such sale on demand, to the said

heirs and assigns.

IN TESTIMONY WHEREOF, The said part of the first part hereby set

above written.

Signed, Sealed and Delivered in Presence of

(SEAL)

(SEAL)

A. D. 1903, before me

married)

of the same.

written.

is, Notary Public

ty, Montana

is, M.

By

Register of Deeds.

COUPON MORTGAGE—LAWL DODD WORTH BANK CO., LEAVENWORTH, KAN., 3 X 12 1/2

This Indenture, Made this 2<sup>nd</sup> day of January in the year of our Lord one thousand nine hundred and thirty between Martha E. Gally, a widow woman,

of Near Overbrook in the County of Deage and State of Kansas, of the first part, and E. J. Hilkey of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of One thousand \$1000 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said part of the second part, his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas

My undivided one half interest of the north east quarter (1/4) of section No. Twenty-two (22) in Township No. Fourteen (14) South of Range No. Eighteen (18) East of the 6<sup>th</sup> S.M.

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

Martha E. Gally do hereby covenant

and agree that at the delivery hereof she is 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, and that she will warrant and defend the same against all claims whatsoever.

This Grant is intended as a MORTGAGE to secure the payment of the sum of One thousand \$1000 Dollars, according to the terms of certain promissory note this day executed by the said

Martha E. Gally to the said part of the second part. Said note being given for the sum of One thousand \$1000 Dollars,

dated January 2<sup>nd</sup> 1903 due and payable in Five year from date hereof, 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 specified. And the said part of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account 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 mortgagee may pay the taxes and and accruing penalties, interests and costs, and insure the same at the expense of the part of the first part, and the expense of such taxes and accruing penalties, interests and costs and insurance, shall from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default 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 part of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not at the option of the

part of the second part; and it shall be lawful for the part of the second part her 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 of the second part her executors, administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the

overplus, if any there be, shall be paid by the part of making such sale on demand, to the said Martha E. Gally, or her heirs and assigns.

IN TESTIMONY WHEREOF, The said part of the first part hereby set her hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

Martha E. Gally (SEAL)

(SEAL)

State of Kansas, County of Deage County, ss.

BE IT REMEMBERED, That on this 2<sup>nd</sup> day of January A. D. 1903, before me the undersigned a Notary Public in and for said County and State came

Martha E. Gally, widow of James Gally, deceased,

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 Dec. 12 1906 M. E. Hill Notary Public

Filed for Record the 5<sup>th</sup> day of Jan. A. D. 1903 at 1<sup>00</sup> o'clock P. M.

By E. J. Hilkey Deputy Register of Deeds.

The following is a list of the original instruments.  
 The Note herein described having been paid in full this mortgage  
 is hereby released and the lien hereby created discharged.  
 I, W. H. Hilkey, Notary Public,  
 do hereby certify this 29<sup>th</sup> day of May A. D. 1906.  
 Recorded May 29<sup>th</sup> 1906.  
 W. H. Hilkey  
 Register of Deeds