

## MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kas.

This Indenture, Made this 28 day of October in the year of our Lord one thousand eight hundred eighty, between James H. Gale and Nellie A. Gale his wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and Charles A. Gale of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said party 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 North West Quarter of Section Thirty five (35) Township fourteen (14) Range Nineteen (19) except the West Ten (10) Acres of the North Sixty (60) acres; containing one hundred fifty (150<sup>00</sup>) more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said James H. Gale and Nellie A. Gale do hereby covenant and agree that at the delivery hereof they are 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 One thousand dollars according to the terms of one certain note of this day executed and delivered by the said James H. Gale and Nellie A. Gale to the said party of the second part due in five years with interest at the rate of 5% payable annually

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 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; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said James H. Gale heirs and assigns.

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

Signed, Sealed and Delivered in presence of

James H. Gale [SEAL]  
Nellie A. Gale [SEAL]  
[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 28 day of October A. D. 1908, before me, W. M. Clark a Notary Public in and for said County and State, came James H. Gale and Nellie A. Gale his wife 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 subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires May 15 1911

W. M. Clark Notary Public.

Filed for Record the 9 day of December A. D. 1908, at 1 o'clock P. M.

Alvin C. Christensen Register of Deeds.  
Eric C. Christensen Deputy.

The notary herein described is authorized to receive and hold in full, this mortgage is hereby released and the same is hereby discharged. As witness my hand this 9 day of May A. D. 1912.

Recorded Aug 21 1912  
W. M. Clark  
Register of Deeds

The notary herein described is authorized to receive and hold in full, this mortgage is hereby released and the same is hereby discharged. As witness my hand this 9 day of May A. D. 1912.

Recorded April 6, 1912