

MORTGAGE RECORD No. 45.

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

This Indenture, Made this First day of July in the year of our Lord nineteen
hundred and nine, between Pearl S. Smith and Nora Marsh
Smith, his wife Beaverhead of Montana in the County of
H. P. Sinclair and State of Montana, of the first part, and _____ of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Two Thousand (\$2000) 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:

So much of the North West Quarter of Section No six (6), in Township
No Fourteen (14), South, of Range No. Eighteen (18) East of the 6th P.M.
as lies South and East of the Lawrence and Empress State Road.

Parties of the first part hereby agree to maintain insurance of
\$650. on the buildings now on or to be erected on said premises
for the benefit of said second party, his heirs or assigns
during the existence of this loan

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

Pearl S. Smith and Nora Marsh Smith 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 and that they will warrant and defend
the same in the quiet and peaceable possession of said second party, his heirs
or assigns forever against all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of
Two Thousand Dollars

according to the terms of one certain mortgage, note this day executed

and delivered by the said parties of the first part to the said party of the second part
due in five years from date, with interest from date to maturity as evidenced by
coupons attached thereto, and interest after maturity or default at the rate of
ten per cent per annum until fully paid in cash or by sheriff's deed to whom assigned
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 parties of the first part, their
heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal 5th day and year first above
written.

Signed, Sealed and Delivered in presence of

Pearl S. Smith [SEAL]

Nora Marsh Smith [SEAL]

[SEAL]

Montana
STATE OF KANSAS,
Beaverhead County } ss.

BE IT REMEMBERED, That on this 6th day of July A. D. 1909, before me,

(L.S.)

The undersigned a Notary Public in and for said County and State, came

Pearl S. Smith and Nora Marsh Smith

his wife to me personally known to be the same
persons 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 June 1 1911

Henry S. Rogers Notary Public for
State of Montana residing at Billon.

Filed for Record the 17 day of July

A. D. 1909, at 3:20 o'clock P. M.

Lloyd L. Lawrence Register of Deeds.

Deputy.

(For release see Book 51, Page 493)
For assignment see Book 47, Page 322