

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 26 day of April in the year of our Lord Nineteen Hundred Sixteen, between Lewis J. Giltham and Emma J. Giltham, his wife of Richmond in the County of Franklin and State of Kansas, of the first part, and Hattie R. Maxwell and C. H. Rupp of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Four Hundred 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 East Quarter (NE¹) of the South West Quarter (SW¹) of Section thirty five (35), Township Fourteen (14) Range Twenty (20) East,

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Lewis J. Billham and Emma J. Billham his wife 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.

This Grant is intended as a Mortgage to secure the payment of the sum of One Hundred Dollars

according to the terms of one certain Note this day executed

and delivered by the said Lewis J. Williams & Emma J. Williams to the said party of the second part

due on or before Five years with 6% interest payable semi-annually

and this conveyance shall be void if the 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 be 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 parties of the second part, their 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 Lewis J. Billhume his 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

Lewis J. Gillham [SEAL]

Emma L. Gillham [SEAL]

_____ [SEAL]

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 26 day of April A. D. 1910, before me,

W. M. Glaze

—a Notary Public in and for said County and State, came

Leuris J. Gillham and Emma L. Gillham his wife

_____ to me personally known to be the same
persons who executed the foregoing instrument ^{of writing} 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. Evans

Notary Public.

Filed for Record the 18 day of May A. D. 1910, at 10¹⁵ o'clock A. M.

Floyd L Lawrence

Register of Deeds

Mammaduke M. Spensell Deputy