

This mortgage, Made and entered into this 6th day of Jan. A.D. 1913, by and between Margaret P. Roe and William Roe, her husband, of Clancy, Montana, mortgagors, and Conrad Kohrs, of Helena, Montana, mortgagees, Witnesseth, that the said Mortgagor for and in consideration of the sum of One hundred and fifty Dollars (150.00) in hand paid by said mortgagee, the receipt of which is hereby acknowledged, do hereby mortgage and confirm unto the said Mortgagee and successors and assigns, forever; the hereinafter described Real estate situated, lying and being in the County of Douglas and State of Kansas, Twenty acres of the north Half ( $\frac{1}{2}$ ) of the South east quarter ( $\frac{1}{4}$ ) of Section No. Thirteen (13) Township Twelve (12) of Range no. Eighteen (18) Described as follows: Commencing at South west corner thereof and running North Forty (40) Rods, thence east Eighty (80) rods; Thence South Forty (40) rods; thence west eighty (80) rods to place of beginning, Together with all and singular the tenements, hereditaments, easements, water and all other rights belonging or in anywise appertaining thereto, unto the said Mortgagee, and successors and assigns. The said mortgagors represent to and covenant with the said mortgagee and successors and assigns that they will Warrant and defend said premises against the lawful claims of all persons whomsoever, and the said mortgagors each hereby relinquish all right of Dower and all right of Homestead, accruing or to accrue, in and to all of said premises; and the said mortgagors hereby covenant with the said mortgagee that        are lawfully seized and in possession of said premises, and the same is free from all encumbrance exception       . Provided Always, That these presents are upon the express condition, that if said mortgagors, their heirs executors or administrators, shall pay or cause to be paid to the said mortgagee and successors and assigns, the full sum of One Hundred and fifty dollars, according to the tenor and effect of that certain promissory note or obligation secured hereby, a copy of said note or obligation being as follows.

\$150.00 (COPY) Helena, Mont. Jan. 6th, 1913.  
Six months after date we or either of us promise to pay to the order of Conrad Kohrs One Hundred and fifty Dollars at Union bank & trust Co. Helena, Mont. Value received with interest before and after maturity at the rate of        per cent per annum, until paid.  
Signed Margaret P. Roe  
William Roe

Then these presents to be void, otherwise to be and remain in full force and effect. It is agreed, that if the mortgagors, or makers of the obligation secured by this indenture, shall fail to pay the principal or any interest as the same become due, or any taxes, assessments or insurance as required, or otherwise fail to comply with any one or all of the conditions of this mortgage, then all of said debt secured hereby, shall become due and collectible, and all rents and profits of said property shall then immediately accrue to the benefit of said mortgagee; and this mortgage may be foreclosed for the full amount, together with costs, taxes, insurance, cost of abstract of title attorney's fees, and any and all other sums advances or expense incurred on account of the said mortgagors, for whatsoever purpose, and any and all advances shall draw interest at the rate of ten per cent per annum, and be liens under this indenture. A release of this mortgage is to be made at the expense of the mortgagors on full payment of the indebtedness secured hereby. In Witness Whereof, the said mortgagor have hereunto set their hands and seals the day and year first above written.

Margaret P. Roe (SEAL)  
William Roe (SEAL)

(For Release per Book 54, Page 254)