

This Indenture, Made this 28th day of May in the year of our Lord one thousand eight hundred and ninety six between Frank L. Weaver and Mary J. Weaver, his wife of Saline in the County of Saline and State of Kansas of the first part, and William T. Sinclair, of Lawrence, Douglas County, Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twenty five 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 West fractional Half of the East fractional Half (being 80 rods wide East and West) of Section No. Twenty seven (27) in Township No. Twelve (12) South, of Range No. Twenty one (21) East of the 6th P.M., containing 1/25 and 3/50 acres of land, more or less, also the South East Quarter of the North West Quarter of Section No. Three (3) and the South Half of the South Half of the South West Quarter of the North West Quarter of Section No. Three (3), both in Township No. Thirteen (13) South, of Range No. Twenty one (21) East of the 6th P.M., containing 50 acres of land, more or less; the land hereby mortgaged containing in all 1/25 and 3/50 acres, 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 parties of the first part

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, and that they will warrant and defend the same in the quiet and peaceable possession of record party, his heirs and assigns forever, against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Twenty five Hundred 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 full 15 years from date, with interest from date to maturity or default as evidenced by coupons attached to said note, and interest after maturity or default at the rate of 10% per annum until fully paid. 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, appraisal hereby waived or not at the option of the part of the second part executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said parties of the first part, their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

W. F. Musser

Frank L. Weaver (SEAL.)

Mary J. Weaver (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Saline } ss.

Be it Remembered, That on this 11 day of June, A. D. 1896, before me, W. F. Musser, Probate Judge a Notary Public in and for said County and State, came Frank L. Weaver and Mary J. Weaver, husband and 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires 189

Recorded June 12 A. D. 1896 at 10 o'clock P. M.

W. F. Musser Probate Judge

James Brooks
Register of Deeds.

The following is index of an original instrument
The note herein described having been paid in full this mortgage
is hereby released and the lien thereby created discharged
As witness our hands this 20th day of July
A. D. 1900,
Katherine R. Bransley
Josephine R. Bransley
Attest: W. F. Musser, Probate Judge
W. F. Musser, Probate Judge

Recorded Aug 11th 1900.
By J. B. Bransley
Katherine R. Bransley
Josephine R. Bransley
Attest: W. F. Musser, Probate Judge

Recorded Aug 11th 1900.
By J. B. Bransley
Katherine R. Bransley
Josephine R. Bransley
Attest: W. F. Musser, Probate Judge

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