

This Indenture, Made this 13th day of August in the year of our Lord one thousand eight hundred and ninety XX between James H. Weaver and Hannah S. Weaver, his wife of Stark in the County of Stark and State of Ohio of the first part, and William S. Swearingen, of Lawrence, Douglas County, Kansas 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 One Hundred (100) Acres of the North East Quarter of Section No Three (3), and the East Half of the North East Quarter of the North West Quarter of Section No Three (3) both in Township No Thirteen (13) North, of Range No twenty one (21) East of the 6th P.M., Also the East Half of the South East Quarter of Section No thirty four (34), in Township No Twelve (12) South, of Range No twenty one (21) East of the 6th P.M. containing in the aggregate two hundred (200) Acres of land, 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 the said party of the second part, 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 One 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 (5) years from date, with interest from date to maturity or default as evidenced by coupons attached to said note, and in the event of default or maturity, or default until fully paid, at the rate of ten per cent per annum. 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, appraisement hereby waived or not at the option of the party 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.

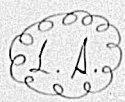
In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of
A. S. Swearingen
G. S. Swearingen
Ohio
 STATE OF KANSAS,
 County of Columbiana } ss.
James H. Weaver (SEAL.)
Hannah S. Weaver (SEAL.)

Be it Remembered, That on this 17 day of Aug, A. D. 1896, before me, Green S. Swearingen, a Notary Public in and for said County and State, came James H. Weaver and Hannah S. Weaver 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 set my hand and affixed my official seal on the day and year last above written.
 My commission expires 1897 Green S. Swearingen Notary Public.
 Recorded Aug 21 A. D. 1896, at 4¹⁵ o'clock P. M.

James Brooks
 Register of Deeds.



The following was endorsed on the original mortgage
 The note herein described having been paid in full, this mortgage
 is hereby released and the said thirty created. Enclosed to them may
 hand this 13 day of Aug. A.D. 1901
 William S. Swearingen
 Stark Co. Kansas
 Recorded Jan 11 1909
 I sold L. Lawrence
 Register of Deeds
 (Assigned See Book 3 Page 529)