

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Ninth day of July in the year of our Lord one thousand eight hundred and ninety nineteen between Frank D. Weaver and Mary S. Weaver, his wife, of Salina in the County of Saline and State of Kansas of the first part, and Admiral J. Hoyt, of Cambridge, New York, 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 part of

of the second part her 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 88 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 E. M., containing 125 and 50⁰⁰ 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. Twelve (12) South, of Range No. Twenty one (21) East of the 6th E. M., containing 50 acres of land, more or less, in all 175⁰⁰ and 50⁰⁰ acres, 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 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, her 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 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 part 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.

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 part of the second part her 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 part of the second part her 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 part of 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 hand and seal the day and year first above written.

Signed and delivered in presence of

Res. Stamps 150

J. T. Wells

Frank D. Weaver (SEAL)

Mary S. Weaver (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 13 day of July, A. D. 1900, before me, J. T. Wells, a Notary Public in and for said county and State, came Frank D. Weaver and Mary 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, subscribed my name set my hand and affixed my official seal on the day and year last above written.

My commission expires Sept. 13th 1903

Recorded July 16th A. D. 1900, at 4³⁰ o'clock P.M.

J. T. Wells Notary Public.

L. J. Doan Register of Deeds.

This release is endorsed on the original instrument.
 Recorded 1-22-07
 All M. W. Weaver's Property, released, and the lien hereby created discharged.
 By Elmer B. Cummings, Jr., as witness my hand this 1st day of Jan. 22nd A. D. 1907.
 Elmer B. Cummings, Jr.

The Partial Release See Book 55 Page 505