

MORTGAGE RECORD No. 45.

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

This Indenture, Made this Fifth day of May in the year of our Lord 1910
hundred and Twelfth, between Deborah E. Westheffer formerly (Pettles) and
E. Westheffer, her husband and Jennie Starkweather (formerly Starkweather) and Chas. Starkweather, her husband, all of the County of
Douglas and State of Kansas, of the first part, and
John Hume of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Fifteen Hundred (\$1500) 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 South Half of the South West Quarter of Section No.
Thirty one (31) less one (1) acre school land in the
South West corner thereof. Also the North West Quarter of the South West Quarter of
Section No. Thirty one (31) excepting 12 acres conveyed to Geo. A. Holt in
September 1880. All in Township No. Twelve (12) South of Range No.
Twenty-one (21) East of the Sixth P. M. containing in the aggregate
fully of four (4) acres of land more or less, and partly the
home stead of the said Deborah E. & Eli Westheffer.

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 that they will dispossess & defend the same unto
said & peaceable possession of said second 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
Fifteen Hundred Dollars.

according to the terms of two certain mortgage notes this day executed
and delivered by the said parties of the first part to the said party of the second part
one for \$1450. due in Five years from May 4th 1905 with interest as provided by coupons
attached thereto; & one for Fifty Dollars due in one year from said date.

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; 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 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 seal the day and year first above
written.

Signed, Sealed and Delivered in presence of
Deborah E. Westheffer [SEAL]
Eli Westheffer [SEAL]
Jennie E. Starkweather [SEAL]
Chas. Starkweather

STATE OF KANSAS,
County of Douglas } ss.

BE IT REMEMBERED, That on this 5th day of May A. D. 1910, before me,
the undersigned a Notary Public in and for said County and State, came
Deborah E. Westheffer & Eli Westheffer her husband and Jennie
Starkweather & Chas. Starkweather, her husband 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 and affixed my official seal on the day and
year last above written.
My Commission Expires Mar. 29th 1911. Joseph E. Riggs Notary Public.

Filed for Record the 28th day of Sept. A. D. 1908, at 2 o'clock P. M.
W. Armstrong Register of Deeds.
By Eli E. Armstrong Deputy.

Recorded April 5 1910
Hoyd & Lawrence
Register of Deeds.
Douglas County, Kansas

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Register of Deeds.
Deputy.