

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this 5<sup>th</sup> day of February in the year of our Lord Nineteen  
hundred and ten, between John H. Weaver and Gertrude Weaver  
his wife of Baldwin in the County of  
Douglas and State of Kansas, of the first part, and  
The Baldwin State Bank of Baldwin Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Twelve 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 its successors 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 fifty (50) feet of Lots Ninety Five (95); Ninety Seven (97) and  
Ninety Nine (99) King Street Baldwin City, Kansas

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said  
John H. Weaver and Gertrude Weaver 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

This Grant is intended as a Mortgage to secure the payment of the sum of  
Twelve Hundred dollars  
 according to the terms of Twenty three certain notes this day executed

and delivered by the said John H. Weaver and Gertrude Weaver to the said party of the second part  
One of \$400.00 payable in 20 months with 7% interest payable annually  
and 72 of \$4.00 each payable monthly Beginning Mar 5, 1910

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, its successors 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 John H. Weaver and Gertrude Weaver  
 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

John H. Weaver [SEAL]

Gertrude L. Weaver [SEAL]

[SEAL]

## STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 5 day of Feb A. D. 1910, before me,



Wm. Clark a Notary Public in and for said County and State, came

John H. Weaver and Gertrude L. Weaver, his wife

to me personally known to be the same  
 person<sup>s</sup> 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 May 15 1911

Wm. Clark

Notary Public.

Filed for Record the 23 day of March A. D. 1910, at 9<sup>01</sup> o'clock A M.

Floyd L. Lawrence Register of Deeds.

Deputy.

The following is endorsed on the original instrument:  
 The note herein described having been paid in full, this mortgage is hereby released and the  
 lien thereby created discharged. As witness my hand this 23<sup>rd</sup> day of March A. D. 1910  
Floyd L. Lawrence  
Notary Public

Recorded April 26 1910  
Floyd L. Lawrence  
Notary Public

The following is endorsed on the original instrument:  
 The note herein described having been paid in full, this mortgage is hereby released and the  
 lien thereby created discharged. As witness my hand this 23<sup>rd</sup> day of March A. D. 1910  
Floyd L. Lawrence  
Notary Public

Recorded April 3, 1911  
Floyd L. Lawrence  
Notary Public