

MORTGAGE RECORD No. 49.

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

This Indenture, Made this 10th day of July in the year of our Lord one thousand
hundred and twelve, between John A. Weaver and Elizabeth Weaver
his wife of Baldwin in the County of
Douglas and State of Kansas, of the first part, and
The Baldwin State Bank 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 part of the second part its 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:

2.16 South 1/2 Sec. 15 of Lot Ninety five (95); Ninety seven
(97) and Ninety nine (99) on King Street, Baldwin City, Mo.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said
John A. Weaver and Elizabeth 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 except a first mortgage of \$12.00 to
the same grantee

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 note this day executed
 and delivered by the said John A. Weaver and Elizabeth Weaver to the said part of the second part
on Jan. 10, 1916, with 8% interest payable semi annually

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, its successors
 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 part of making such sale, on demand, to said John A. Weaver and his
 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 A. Weaver [SEAL]
Elizabeth Weaver [SEAL]
 [SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 10 day of July A. D. 1912, before me,
H. M. Clark, a Notary Public in and for said County and State, came



John A. Weaver and Elizabeth 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 and affixed my official seal on the day and
 year last above written.

My Commission Expires May 15 1915

Notary Public.

Filed for Record the 11th day of July A. D. 1912, at 11³⁰ o'clock 9 M.

Thayer 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 thereon is hereby extinguished. As witness my hand and seal this 10th day of July A. D. 1912.

Recorded Apr 26 1916
Thayer L. Lawrence
Reg. of Deeds
Geo. C. May Jr.

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 thereon is hereby extinguished. As witness my hand and seal this 10th day of July A. D. 1912.
 Recorded Sept 2nd 1914