

MORTGAGE RECORD NO. 55.

This Indenture, Made this 1st day of March in the year of our Lord
Thirteen hundred and fifteen, between John H. Weaver of Betha E.
Weaver, his wife of Santa Monica in the County of

and State of Kansas, of the first part, and The Baldwin City Cemetery Company of the second part:

WITNESSETH, That the said part first of the first part, in consideration of the sum of
Eight hundred DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain,
sell and mortgage to the said part second of the second part its premises 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 No. Twenty, Six and Twenty seven (27) and
Twenty nine (29) on King Street, Baldwin City, Kansas.

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

do John H. Weaver hereby covenant and agree that at the delivery hereof he is 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 Eight hundred Dollars
according to the terms of one certain Note this day executed
and delivered by the said John H. Weaver of Betha E. Weaver to the said part second of the second part
due in three years with 7% 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 second 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 part first making such sale, on demand, to said John H. Weaver of
his wife Betha E. Weaver, their heirs and assigns.

IN WITNESS WHEREOF, The said part first of the first part have hereunto set their hand & and seal &
the day and year first above written.

Signed, Sealed and Delivered in presence of

John H. Weaver (SEAL)
Betha E. Weaver (SEAL)
(Seal)

STATE OF KANSAS, California
Los Angeles County ss.

BE IT REMEMBERED, That on this 19th day of April A. D. 1916, before me,
Catherine C. Hyland a Notary Public in and for said County and State, came
John H. Weaver of Betha E. Weaver
to me personally known to be
the same person s 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 Jan 27, 1917 Catherine C. Hyland Notary Public, in and for
County of Los Angeles State of California
Filed for Record the 25th day of April A. D. 1916 at 9:45 o'clock A.M.
Floyd L. Lawrence Register of Deeds.
Geo. B. Hatzel Deputy.

Recorded May 11th 1920
 Epelle J. Phillips
 Register of Deeds

This mortgage is hereby released and the
 same is hereby acknowledged by the
 parties thereto on this day of May 1920
 The Baldwin City Cemetery Co.
 John H. Weaver & Betha E. Weaver