

This Indenture, Made this 16 day of October in the year of our Lord one thousand eight hundred and Ninety three between William Huff and Eliza Huff his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and Mary E. Cutler of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight 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 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: East half of Lot N. on high street Baldwin City Kansas

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

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 William Huff and Eliza Huff to the said party of the second part: payable at Baldwin Kansas as follows, to-wit: Forty (40) dollars on the 16 day of April 1894 Eight hundred & forty dollars on the 16 day of Oct 1894 with interest thereon.

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 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 party 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 of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said William Huff and Eliza Huff 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, this 16 day of October, in the year of our Lord eighteen hundred and Ninety three.
Signed and delivered in presence of William Huff (SEAL.)
Eliza Huff (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
Douglas County

Be it Remembered, That on this 16 day of October, A. D. 1893, before me a Justice of the Peace, N. Bristow, a Notary-Public in and for said County and State, came William Huff and Eliza Huff to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires 18

Recorded Nov 97 A. D. 1893, at 4 o'clock P. M.

N. Bristow Justice of the Peace
James Brooke Register of Deeds

(For Release see Book 29 Page 106)