

This Indenture, Made this Eighteenth day of October in the year of our Lord one thousand eight hundred and ninety four between William Huff and Eliza Huff (wife) of Baldwin in the County of Douglas and State of Kansas of the first part, and E. E. Welch of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of seven 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 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 East half (1/2) of Lot 11, High Street Baldwin City Kansas

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said William Huff and Eliza Huff do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances Insured in favor of Mortgage in the sum of seven hundred Dollars

This grant is intended as a Mortgage to secure the payment of the sum of seven hundred Dollars according to the terms of One certain Note & ten Coupons this day executed and delivered by the said William Huff and Eliza Huff to the said party of the second part: his heirs or assigns

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, appraisement hereby waived or not at the option of the party of the second part his 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 for 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 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 and delivered in presence of

E. E. Kiddle

Wm Huff

Eliza Huff

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 20 day of Oct, A. D. 1894, before me, E. E. Kiddle, a Notary Public in and for said County and State, came William Huff & Eliza Huff husband & 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires July 9 1895

Recorded Oct 25 A. D. 1894 at 11 o'clock P. M.

Notary Public.

James Brooks
Register of Deeds.

The following is indented on the original instrument
No note herein described having been paid in full this mortgage
is hereby released and the said Eliza Huff created discharged
As witnesses my hand this twentieth day of February A.D. 1900.
E. E. Kiddle
Recorded Feb 28th 1900. G. B. Duncan Register of Deeds