

JOURNAL 50, LAWRENCE, KAN.

This Indenture, Made this 30 day of April in the year of our Lord one thousand eight hundred and ninety nine between Thomas L. Huddleston (unmarried) of Douglas in the County of Douglas and State of Kansas of the first part, and Wm. Leitchfield of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Six Hundred and fifty DOLLARS, to him 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 the East half (1/2) of the North West quarter (1/4) of Section Twenty-five (25) Township Thirteen (13) Range Seventeen (17)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does 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 indefensible 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 Six Hundred and fifty Dollars according to the terms of one certain promissory note this day executed and delivered by the said Thomas L. Huddleston to the said party of the second part: payable five (5) years from date at the Lawrence Nat Bank of Lawrence Kansas with interest at the rate of seven (7) percent per annum 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 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 Thomas L. Huddleston his heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Thomas L. Huddleston (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 30 day of April, A. D. 1899, before me, Alfred Whitman, a Notary Public in and for said County and State, came Thomas L. Huddleston (unmarried)

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 17 1899
Recorded April 30 A. D. 1899 at 4 o'clock P. M.

Alfred Whitman Notary Public.
James Brooke Register of Deeds.



The following is enclosed on the original instrument
My note herein described having been paid in full
this mortgage is hereby released and the lien thereon
created is hereby discharged, as witness my hand this 20th day
of Dec. 21st 1898
Wm. Leitchfield
Recorded Dec 21st 1898
A. W. Wrenshaw
Register of Deeds.