

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this First day of April in the year of our Lord one thousand eight hundred and ninety Seven between E. Huddleston and Grace Huddleston (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and C. O. Towne of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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: Two and one half (2 1/2) Acres of land in the North West quarter (1/4) of Section Seven (7) Township Thirteen (13) Range Twenty (20) in Douglas County, Kansas described as follows Commencing on the West side of Vermont Street produced South from South Lawrence at a point Twenty (20) rods South of North line of said Section West Twenty (20) rods South Twenty (20) rods East Twenty (20) rods North Twenty (20) rods to beginning with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said E. Huddleston and Grace Huddleston 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

This grant is intended as a Mortgage to secure the payment of the sum of Four hundred Dollars according to the terms of One certain note & ten coupons this day executed and delivered by the said E. Huddleston & Grace Huddleston to the said party of the second part: her 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 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 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 E. Huddleston 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. Huddleston (SEAL.)Grace Huddleston (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 12 day of April, A. D. 1897, before me, John M. Newlin, a Notary Public in and for said County and State, came E. Huddleston and Grace Huddleston 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 April 28, 1899 John M. Newlin Notary Public.
Recorded April 13 A. D. 1897, at 20 o'clock A. M.

James Brooks
Register of Deeds.

The following is indented on the original instrument
The note herein described having been paid in full, this mortgage is
hereby released, and the lien thereby created discharged.
As Witness my hand, this 23rd day of September A. D. 1901.
C. O. Towne

Recorded Sept. 23rd 1901
By W. A. Norman Register of Deeds.
By W. A. Norman Deputy

W. A. Norman