

This Indenture, Made this Thirtieth day of January in the year of our Lord one thousand <sup>nine</sup>~~eight~~ hundred and ~~ninety~~ between William Huff and Eliza Huff his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and Alvin J. Hoyt of the second part,

Witnesseth, That the said part <sup>ies</sup> 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 heirs 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 9, High Street Baldwin City, Kansas. Also the lots number 12, 13, 14 and the north half 1/2 of Lot number 14, Smith 6<sup>th</sup> 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 Seven hundred Dollars

according to the terms of One certain Mortgage note this day executed and delivered by the said William Huff and Eliza Huff to the said party of the second part: Due on the 30<sup>th</sup> day of January 1905 with interest thereon from date to maturity or default as evidenced by coupons attached to said note and interest after maturity or default at the rate of ten percent per annum until fully paid. 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 heirs 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 heirs 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 parties of the first part, heirs heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written,  
Signed and delivered in presence of

STATE OF KANSAS,  
County of Douglas } SS.

Be it Remembered, That on this 31 day of Jan, A. D. 1900, before me, J. C. Hair a Notary Public in and for said county and State, came William Huff and Eliza Huff his 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 Aug 3<sup>rd</sup> 1900.

Recorded February A. D. 1900, at 11<sup>05</sup> o'clock A.M.

Notary Public

Register of Deeds

The following is endorsed on the original instrument  
The note herein described having been paid in full  
this mortgage is hereby released and is hereby created  
discharged. As Witness my hand this 15<sup>th</sup> day of January A.D. 1907.  
Alvin J. Hoyt  
Notary Public for State of Kansas  
my commission expires 1907 12 31 1907

Recorded Jan 21<sup>st</sup> 1907  
A. W. Pennington  
Register of Deeds