

Miscellaneous Records Book A, County of Volusia, Clerk of the Circuit Court, Records Management Center, Deland, Fla.

This indenture, made this first day of March in the year of our Lord one thousand eight-hundred and seventy one, Between Henry T. Titus for himself and trustees for Mary E. Titus of Sand Point, County of Volusia & State of Florida. Parties of the part, and the Empire Wind Mill Manufacturing Company of Syracuse N.Y., party of the second part.

Witnesseth, that the said parties of the first part inconsideration of the sum of eleven hundred seventy two 18/100 Dollars, by these presents do sell grant and convey to the said party of the second part their heirs and assigns, All that tract or parcel of land situated in the county of Volusia, state of Florida. To wit five acres of part of Lot (2) two township twenty two (22) South Range thirty five (35) East, so located as to include buildings and town on which is erected a twenty four foot Wind Mill sold to said Titus by said Empire Wind Mill Manufacturing Co. with said Wind Mill shafting, pulleys, and machinery of different kinds as furnished and attached to said Wind Mill or building.

This grant is intended as security for the payment of the sum of eleven hundred seventy two 13/100 Dollars & according to the condition of this note, this day executed and delivered by the said Henry T. Titus to the said party of the second part, and this conveyance shall be void if such payment be made as herein specified. And in case default shall be made in the payment of the principle sum hereby intended to be secured and is the payment of the interest thereof arising from default of payment of said notes or any part of which principle or interest as above provided it is hereby lawful for the party of the second part. Their executors and administrators or assigns at any time thereafter to sell premises hereby granted or any part thereof in the manner prescribed by law and out of the moneys arising from such sale to retain the amount then due for principle on interest together with the costs and charges of making such sale and the over plus if any there be shall be paid by the party making such sale on demand to the said Henry T. Titus his heirs or assigns. And that is also agreed by and between the parties to these presents that the said party of the first part shall and will keep the buildings erected and to be erected upon the said above conveyed insured against loss by and damaged by fire by insurance and in an amount due this said party of the second part and assigns the policy and certificate there of to the said party of the second part and in default thereof it shall be lawful for the said party of the second part to effect such insurance as mortgage or otherwise and the premiums or premium paid for if fitting and continuing the same shall be a lien and the said mortgage promises added shall the amount secured by these presents and payable on demand with interest at the rate of seven percent per annum.

In witness thereof, the party of the first part has hereunto set his hand and seals, the day and year first above written for himself and as trustee for Mary E. Titus.

Sealed and delivered
In presence of J. C. C. Feaster
Justice of the Peace

H. T. Titus
Mary E. Titus

128 Revenue stamps cancelled

State of Florida
Volusia County

On this third day of August in the year one thousand eight hundred and seventy one before me the subscriber, personally appeared Henry T. Titus and Mary E. Titus, to me known to be the same persons described in and who executed the within instrument and acknowledge that they executed the same.

J. C. C. Feaster
Justice of the Peace

Satisfaction of Mortgage

I do hereby certify that a certain indenture of mortgage bearing date the first day of March one thousand eight hundred and seventy one made an executed by Henry T. Titus for himself and trustee for Mary E. Titus of Sand Point, County of Volusia and State of Florida, and recorded in the offices of the clerk of the afore said county of Volusia Florida in miscellaneous record Book No. C of mortgages page 76 and 77 on the twenty second day of September in the year one thousand eight hundred and seventy one at o'clock minutes. It is fully paid and satisfied and I do hereby consent that the same be discharged of record dated the sixth day November 1874.

Empire Wind Mill Mnfg Co
E. H. Bancroft
Secretary and Treasurer

In presence of
R. M. Bucher
State of New York
County of Onondaga

On the 6th day of Nov. in the year one thousand eight hundred and seventy four before me came E. H. Bancroft secretary and treasurer &c. to me known to be the individual described in and who executed the above and he acknowledged that he executed the same.

R. M. Bucher
Notary Public
Syracuse, N.Y.

State of New York, Onondaga County clerk's office

I, Charles E. Hubbel, clerk of said county and of the supreme and county courts therein which are court of record do hereby certify that R. M. Bucher whose name is subscribed to the certificate of the proof as acknowledgement of the annexed instrument was at the time of taking such proof or acknowledgment a Notary Public in and for said county, and duly authorize to take the same and that I am well acquainted with his handwriting and verily believe the signature to said certificate to be genuine. And I further certify that said instrument and acknowledgement thereof are executed according to the existing laws of the state of New York.

In testimony whereof I have here unto set my hand and affix my seal of said county and courts at the city Syracuse this 6 day of November 1874.

Charles E. Hubbell
Clerk

Cancel by writing the foregoing satisfaction this 5th day of March 1875.

John W. Dickins
Clerk