

MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. HAML DODSWORTH BOOK CO., LEXINGTON, KAN.

This Indenture, Made this thirteenth day of April in the year of our Lord, one thousand Nineteen hundred and One, between Lillie Mary Jane Hughes and Samuel S. Hughes (husband) of Tucson in the County of Pima and State of Arizona of the first part, and John M. Newlin of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Six 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: Lot one hundred and fifty nine (159) one hundred and sixty one (161) and one hundred and sixty three (163) Rhode Island Street in the City Lawrence Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Lillie Mary Jane Hughes and Samuel S. Hughes 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 Six hundred dollars according to the terms of One certain Note and Sixty Coupon this day executed and delivered by the said Lillie Mary Jane Hughes and Samuel S. Hughes 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; 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 of making such sales, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said Lillie Mary Jane Hughes 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, Sealed and Delivered in Presence of
B. F. Jossey
Gus Hing
James B. Johnson
STATE OF KANSAS, }
Pima COUNTY } ss.

BE IT REMEMBERED, That on this 17th day of April A. D. 1901, before me W. H. Culver Notary Public in and for said County and State, came Lillie Mary Jane Hughes and Samuel S. Hughes, her husband, 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 added my official seal on the day and year last above written.
My Commission Expires February 11th 1902 W. H. Culver Notary Public
Filed for Record the 22nd day of April A. D. 1901 at 4¹⁵ o'clock P. M.
B. B. Johnson Register of Deeds

The following is endorsed on the original instrument -
This note has been described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. The return my hand this 14th day of May A.D. 1902 - John M. Newlin.
Recorded May - 14 - 1904 -
B. B. Johnson, Register of Deeds,
City of Pima, Pima County, Arizona.

The following is endorsed on the original instrument -
This note has been described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. The return my hand this 14th day of May A.D. 1902 - John M. Newlin.