

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOURNAL CO. PRINTERS, BINDERS AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this Fifth day of April in the year of our Lord Thirteen hundred and four between Harriet M. Hughes and John T. Hughes, her husband, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and

E. S. Huxley of the second part:

Witnesseth, That the said part first in consideration of the sum of Two hundred and sixty 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 part 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:

The north half (1/2) of Block number Eight (8) in West Lawrence, comprising Lots numbers Twenty-five (25) to Thirty-five (35) inclusive on Arkansas Street and Lots numbers Twenty-six (26) to Thirty-six (36) inclusive on Michigan Street in the City of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 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 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 Two hundred sixty Dollars according to the terms of One certain Note this day executed

and delivered by the said Parties of the first part to the said part of the second part Payable three years after date with interest thereon according to the terms of said note and coupons thereto attached.

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 part 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; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the part of making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 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

Hugh Blair

Harriet M. Hughes [SEAL]

John T. Hughes [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 5<sup>th</sup> day of April A. D. 1904 before me

a Notary Public in and for said County and State, came

Harriet M. Hughes and John T. 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 subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires 25<sup>th</sup> Decr 1905

Hugh Blair Notary Public.

Filed for Record the 12<sup>th</sup> day of April A. D. 1904 at 1<sup>45</sup> o'clock P. M.

W. C. Thompson Register of Deeds, Deputy.

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Notary Public.

M.  
Register of Deeds.  
Deputy.

*The following is extracted from the original instrument:  
The parties herein described, having been paid in full this Mortgage  
is hereby released from the lien hereby created, and charged  
as herein may stand this 10<sup>th</sup> day of October A.D. 1906.  
E. S. Huxley.*

*Recorded Oct. 20<sup>th</sup> 1906.  
W. C. Thompson  
Register of Deeds.*