

MORTGAGE RECORD

P. T. Foley, Notary Public, Lawrence, Kansas.

This Indenture, Made this First day of January in the year of our Lord one thousand eight hundred and eighty Ninety between Orlando D. Pickens and Sarah A. Pickens his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Samuel W. E. Goddard of Hubbardston Miss. of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five hundred (\$500.00) 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 number One hundred eleven (111) New York Street in the City of Lawrence Douglas County Kansas, according to the survey plat and map of said city.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Orlando D. Pickens hereby covenant and agree that at the delivery hereof he is 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 Five hundred Dollars with interest at five per cent, in three years according to the terms of one certain Coupon Note this day executed and delivered by the said Orlando D. Pickens to the said party of the second part and is payable three years after date with interest payable semi-annually at the rate of eight per cent per annum.

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, appraisement hereby waived or not at the option of the party of the second part his 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 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 Orlando D. Pickens his heirs and assigns.

In Witness Whereof, The said party of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Chas ChadwickO. D. Pickens (SEAL.)Sarah A. Pickens (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 3^d day of January, A. D. 1892, before me, Charles Chadwick, a Notary Public in and for said County and State, came Orlando D. Pickens and Sarah A. Pickens 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 Sept 6 1891.Recorded Jan 4 A. D. 1892, at 7²⁰ o'clock P. M.

Chas Chadwick
Notary Public.
Douglas Co., Kansas

James Brooks
Reg. Lat. of Deeds.

The following is not good on the original instrument
by, copy of original of full payment of the within mortgage
has been received and same was 29 day of April 1892.
Recorded August 28 1892 Samuel W. E. Goddard
James Brooks
Register of Deeds