

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this first day of September in the year of our Lord one thousand eight hundred and ninety three between Orlando D. Pickens and Sarah A. Pickens husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Elizabeth C. Fleming of Kansas City, Missouri of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four Hundred (\$400.00) 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 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: Lot Number One hundred seventeen (117) New York Street in the City of Lawrence being the South West Corner of New York and Quincy Streets in 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 does 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 and that he will keep the buildings thereon insured for the benefit of himself & party of the second part

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred Dollars and the interest thereon according to the terms of one certain Coupon note & Coupon this day executed and delivered by the said Orlando D. Pickens and wife to the said party of the second part:

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 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, appraisement hereby waived or not at the option of the party of the second part her 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 surplus, if any there be, shall be paid by the party making such sale on demand to the said Orlando D. Pickens his heirs or 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

O. D. Pickens (SEAL.)S. A. Pickens (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 1st day of September, A. D. 1893, before me Charles Chadwick, a Notary Public in and for said County and State, came Orlando D. Pickens and Sarah A. Pickens husband and wife to me personally known to be the same persons 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 11 1895Recorded September 1st A. D. 1893, at 5-6 o'clock P. M. Douglas County Kan.

Chas Chadwick
James Broome
Notary Public
Register of Deeds.

(See Book 31 Page 118 for index.)

