

## MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. SAME DODD WORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this 23<sup>d</sup> day of May in the year of our Lord, one thousand Nineteen  
hundred and one, 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 Robert M. Clure  
of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Five 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 part if 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 and nineteen (119), and all of Lot number One hundred  
and Seventeen (117), on New York Street in the City of Lawrence less Fifty by Thirty  
five feet out of said lot 117 sold to Dora M. Durrakin

*Note duly stamped*

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

This Grant is intended as a Mortgage to secure the payment of the sum of  
Five hundred Dollars  
according to the terms of One certain promissory note this day executed

and delivered by the said A. D. Pickens and Sarah A. Pickens dated March 21, 1901 to the said part if of the second part  
Payable three years after its date with interest payable annually at the rate of six percent  
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 part if 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 part making such sale, on demand, to the said Orlando D. Pickens his  
heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Geo. A. Banks

Orlando D. Pickens (SEAL.)

Sarah A. Pickens (SEAL.)

(SEAL.)

STATE OF KANSAS,

Douglas COUNTY ss.

BE IT REMEMBERED, That on this 23<sup>d</sup> day of May A. D. 1901, before me

Geo. A. Banks

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

Orlando D. Pickens and Sarah A. Pickens

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 set my hand and affixed my official seal on the day and year last above  
written.

My Commission Expires Nov. 27 1904

Geo. A. Banks

Notary Public

Filed for Record the 24<sup>th</sup> day of May A. D. 1901, at 8<sup>45</sup> o'clock A. M.

W. H. Lawrence

Register of Deeds

The following is endorsed on the original instrument:  
Release. The Note herein described having been paid in full.  
Is hereby Released and the lien hereby created is discharged.  
As witness my hand this 29<sup>th</sup> day of July, A. D. 1903.  
Robert M. Clure

Received July 29<sup>th</sup> 1903.  
W. H. Lawrence  
Register of Deeds.



The following is endorsed on the original instrument:  
The Note herein described having been paid in full  
It is hereby Released and the lien thereby  
created is discharged.

Received July 29<sup>th</sup> 1903.  
W. H. Lawrence  
Register of Deeds.