

MORTGAGE RECORD No. 38.

MORTGAGE-Standard Form. NAME, DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this 3^d day of June in the year of our Lord, one thousand Nineteen
hundred and One, between Sarah A. Pickens and O. D. Pickens, husband and
wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and Gavin Allen of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Three hundred and fifty 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 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 twenty one (121) on New York Street in the City of Lawrence

Note stamped, 7 cts.

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
Three hundred and fifty
 according to the terms of One certain promissory note this day executed
 and delivered by the said Sarah A. Pickens and O. D. Pickens to the said part of the second part
Payable two years after date with interest at the rate of six per cent. per annum
according to four interest coupons attached to said note.

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 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 of making such sale, on demand, to the said Sarah A. Pickens, her,
 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

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

STATE OF KANSAS,
Douglas COUNTY ss.

BE IT REMEMBERED, That on this 3^d day of June A. D. 1901, before me
Geo. A. Banks a Notary Public in and for said County and State, came
Sarah A. Pickens and O. D. 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 subscribed my name 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 10th day of June A. D. 1901, at 9¹⁵ o'clock A. M.

W. D. Swann Register of Deeds

In consideration of full pay-
 ment of the within mortgage
 I hereby release the same this
15th day of June 1900

Gavin Allen

Attest: Ellis E. Conant
Dep. Reg. of Deeds.

The following is endorsed on the original instrument - This mortgage
 The note hereby described having been paid in full, this mortgage
 is hereby released. Dated - 30th - 1902 -