

MORTGAGE RECORD No. 40.

COUPON MORTGAGE-SAML PODANOSIN BOOK CO. LEAVENWORTH, KAN. No. 1211

This Indenture, Made this First day of August in the year of our Lord one thousand nine

hundred And Six between Orlando O. Pickens and Sarah W. Pickens, (wife)
of Lawrence in the County of G Douglas and State of Kansas, of the first part, and
The Treasurer of The Board of Friends University at Wichita
of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Seven 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 party of the second part, Its 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 One hundred and Seventeen (117) and One hundred and Nineteen (119) New York Street in the City of Lawrence, Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said Orlando D. Pickens and Sarah A. Pickens.

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, and that they will warrant and defend the same against all claims whatsoever. This Grant is intended as a MORTGAGE to secure the payment of the sum of Seven hundred and fifty Dollars, according to the terms of one certain promissory note this day executed by the said Orlando G. Pickens and Sarah A. Pickens to the said part of of the second part. Said note being given for the sum of Seven hundred and fifty Dollars, dated Severance Township, Aug 1st, 1860 due and payable in 10 one year 8 from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part is of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgagee, in the sum of Seven hundred and fifty DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and all accruing penalties, interests and costs, and insure the same at the expense of the part is of the first part, and the expense of such taxes and accruing penalties, interests and costs and insurance, shall from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof, or interest interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not at the option of the part of of the second part; and it shall be lawful for the part of of the second part to 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 part of of the second part to executors, administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs 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 the said Orlando G. Pickens heirs and assigns.

IN TESTIMONY WHEREOF, The said part *is* of the first part ha *be* hereunto set *their* hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

Orlando J. Pickens. (SEAL)

Sarah A. Pickens. (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 2nd day of August A. D. 1906, before me
John M. Newlin a Notary Public in and for said County and State came

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 April 11th 1907 E.D. John W. Newlin Notary Public

Filed for Record the 2nd day of August A. D. 1906 at 9⁴⁰ o'clock P. M.

By _____ Deputy. Register of Deeds.

The following is an enlarged view of the original photograph. The note is herein enlarged having been put in full this morning by my sister Ireland and the two other children speaking.

When they read, this 25th day of Oct. at 10:19 AM. of the Recorder, Board of Secretaries of the French University of Paris, Paris.

Recorded Oct 25 1909
Thos L Lawrence
Registrar of Records.