

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOURNAL CO. PRINTERS, HIGGINS &amp; BLACK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this 22<sup>nd</sup> day of December in the year of our Lord, Nineteen  
hundred and Three, between O. H. Pickens and Carrie Pickens, his  
wife of the City of Laurance in the County of  
Douglas and State of Kansas, of the first part, and \_\_\_\_\_ of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Three 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 4 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 numbered One hundred and thirty four  
(134) on New Jersey Street in the City of Laurance, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties 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 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  
Three Hundred Dollars  
according to the terms of One certain Note this day executed  
and delivered by the said Parties of the first part to the said part 4 of the second part  
Payable three years after date with interest thereon according to the  
terms of said note and coupons thereto attached.

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 4 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 cost and charges of making such sales, and the overplus, if  
any there be, shall be paid by the part 4, making such sale, on demand, to said Parties of the first part, their  
heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Jennie WallO. H. Pickens [SEAL]Carrie Pickens [SEAL]

[SEAL]

STATE OF KANSAS, } ss.

County of DouglasBE IT REMEMBERED, That on this 22<sup>nd</sup> day of Dec A. D. 1903, before meJennie Wall a Notary Public in and for said County and State, came  
O. H. Pickens and Carrie Pickens, his wifeto me personally known to be the same  
person s 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 30<sup>th</sup> March 1904Jennie Wall Notary Public.Filed for Record the 22<sup>nd</sup> day of December A. D. 1903, at 5<sup>00</sup> o'clock P. M.A. W. Armstrong Register of Deeds.By J. C. Lowman Deputy.

The following is endorsed on the original instrument:  
The Note herein referred to having been paid in full this mortgage  
is hereby released and the lien hereby created is hereby  
cancelled. Witness my hand this 22<sup>nd</sup> day of December, A. D. 1903.  
Hugh B. Black.

Recorded Dec. 31<sup>st</sup> 1903.  
W. W. Armstrong,  
Register of Deeds.