

No 3885.
Octave Richard
Is

Mrs. H. Deen

Charles of Land into

Mortgage & Renunciation

Rev 2 Dec 1879 Same
day recorded in book 5
pages 164 - 165. also in
book for commercial
mortgages no 9 page 253.

Augusta M. Roby
Deppenda
3

Microfilm # —

State of Louisiana 6
Parish of St. Landry 3

Be it known that
this day before me John H. Smith a Notary Public
in and for the Parish of St. Landry duly Commissioned and sworn
personally came and appeared Octave Richard residing in
the Parish of St. Landry who declared that for and in Consider-
ation of the sum of hereinafter set forth he hath bargained
and sold and doth by these presents grant bargain sell con-
vey transfer assign and set over with full guarantee aga-
inst all troubles debts mortgages claims evictions donations
alienations or other incumbrances whatever unto William
Mc Icen a resident of the State of Mississippi herein represe-
nted by Thomas Mc Icen, his authorized agent residing in the
Parish of Lafayette herein present and accepting the same for
the said William Mc Icen his heirs and assigns, the follow-
ing described property to wit: A certain tract or parcel of
land situated in the Parish of St. Landry being the west half of south
west quarter of section No. three in Township No 9 south of
Range No. 3 East, containing eighty one acres and nineteen
hundredths, also another tract of land situated in said Parish
and being the south west quarter of North west quarter of section
No three in Township 9 of South of Range No 3 East contain-
ing forty acres and sixty hundredths together with all the
buildings and improvements on said land except certa-
in articles agreed upon by the parties being the same
land acquired by the vendor of the Register of the land
office as Opulicious. Also another tract of good land
in the same Parish containing forty arpents more or less
bounded north by land of Alexis A. Guidry, east by Public
land, south by Aurelien Richard and west by the Bayou
Maquemie, being the Northern half of the land acquired
by the vendor and Aurelien Richard of Alexis A. Guidry of

Act on record in the town of Opelousas—

This sale is made and accepted for and in consideration of the sum of two thousand one hundred and fifty dollars payable as follows to wit: Cash in hand one hundred dollars— the purchaser's note for six hundred and twenty five dollars payable on the first day of January one thousand eight hundred and sixty and the purchaser's note for fourteen hundred and twenty five dollars payable on the first day of January one thousand eight hundred and sixty one with interest thereon at eight per cent per annum from their respective maturities until paid And in order to secure more effectually the payment of said two notes together with the accruing interest the property sold by this act does remain specially mortgaged and hypothecated until the full and entire payment thereof, by privilege expressly reserved to the vendor, which said two notes after having been signed de sainte by one the Notary undersigned to identify the same with the present act have been handed to the vendor who acknowledges the receipt thereof

To have and to hold the said property unto the said purchaser his heirs and assigns to their proper use and behoof forever and the said vendor for himself his heirs and assigns the said property unto the said purchaser his heirs and assigns shall and will warrant and forever defend against the lawful claims of all persons whomsoever by then presents and with subrogation against all preceding vendors— All Mortgage certificates are dispensed with by the contracting parties.

Personally came and appeared L'Herminie Mrs. Virginie Lefort wife of said Octave Richard who declared that it was her intention to make remuneration of her rights on the property sold by her husband, and I the Notary undersigned having carefully read and explained to her out of the

present of her husband, declared to her still ours of the present of
her husband that by the laws of this State the wife has a legal
Mortgage on the immovables of her husband 1st for the restitution
of her dowry as well as for the replacing of her dotal effects which she
brought at the time of her Marriage 2nd for the replacing of the dotal
effects which she acquired during the Marriage either by succession
or donation 3rd for such of her paraphernal property and profits as
may have been alienated by her husband or of which he has had the
enjoyment or of which he may otherwise have benefitted and 4th
for indemnity against all debts contracted for or with her husband
and and for nuptial presents, And that in making her intended
renunciation she would deprive herself irrevocably of all rights
on the property sold by her husband. Whereupon the said Mrs.
Virginie Lefort declared that being aware of the rights of married
women on the property of their husbands and of the nature and eff-
ects of her intended renunciation she still persisted in the int-
ention she had announced and consequently she does of her own
free will and with the consent of her husband renounce in favor
of said William H. Deen her Matrimonial dotal and paraphernal
and other rights Mortgage liens and privileges which by virtue of
law or otherwise she has or may have on the property sold by the
foregoing act

Thus done and passed at Rand Coteau in the Parish of St. Landry
in the presence of Despanais Prejean and A. F. Estillet
Competent witnesses and before me said Notary on this twenty ninth day
of November in the year of Our Lord one thousand eight hundred and
fifty nine

A. F. Estillet
C. D. Prejean

Octave ^{his} ~~mark~~ Richard

Virginie ^{her} ~~mark~~ Lefort

Thomas H. Deen

John F. Smith
Notary Public