

MORTGAGE RECORD

P. T. Foley, Blank Book Manufacturer, Lawrence, Kans.

This Indenture, Made this 1<sup>st</sup> day of May in the year of our Lord one thousand eight hundred and eighty twelve between Robert Bulgen and Mary Bulgen husband and wife of Beckwith Township in the County of Douglas and State of Kansas of the first part, and Thomas Fitzpatrick of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twenty 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 party 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: The North East quarter of Section Four (4) Township Twelve (12) Range Eighteen (18) East of the 6<sup>th</sup> P.M. containing 160 acres more or less

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Robert Bulgen do 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

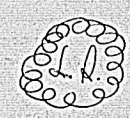
This grant is intended as a Mortgage to secure the payment of the sum of Twenty Three hundred Dollars being for the purchase money for said premises according to the terms of ten certain promissory notes this day executed and delivered by the said Robert Bulgen and Adolph Bulgen to the said party of the second part: payable 100 May 1 1891 100 May 1 1892 100 May 1 1893 100 May 1 1894 100 May 1 1895 100 May 1 1896 100 May 1 1897 100 May 1 1898 100 May 1 1899 100 May 1 1900 with interest payable annually at seven per cent per annum all may be paid before due on 60 days notice to said Fitzpatrick 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 party 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, appraisement hereby waived or not at the option of the party of the second part his executors, administrators or assigns; 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 party making such sale on demand to the said Robert Bulgen 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 and delivered in presence of  
Geo. A. Banks Robert Bulgen (SEAL.)  
Mary Bulgen (SEAL.)  
(SEAL.) (SEAL.)

STATE OF KANSAS. }  
County of Douglas } ss.

Be it Remembered, That on this 1<sup>st</sup> day of May, A. D. 1892, before me, Geo. A. Banks a Notary Public in and for said County and State, came Robert Bulgen and Mary Bulgen who declare themselves to be 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires Dec - 13 - 1892 Geo. A. Banks Notary Public.  
Recorded May - 1 - 1892 at 12 o'clock P. M.

James Brooks  
Reg. later of Deeds