

MORTGAGE RECORD

L. F. FOSTER, DEED BOOK EXAMINER, LAW OFFICE, KANSAS.

This Indenture, Made this 11th day of May in the year of our Lord one thousand eight hundred and eighty nineteen between Andrew J. Fogarty and Almira E. Fogarty, his wife of Douglas in the County of Douglas and State of Kansas of the first part, and William D. Sinclair, of Lawrence, Kansas 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 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: Commencing at the North West corner of Block No. 16 in Township No. 14 North of Range 18 East of the 6th Meridian and about 2 1/2 chains thence North 57 1/2 degrees East, 19 and 7/8 chains thence North 15 and 7/8 chains thence West 15 and 7/8 chains to place of beginning containing 250 acres of land, more or less and being the homestead of the said parties of the first part, who agree to keep the buildings on said premises insured to the amount of \$500, during continuance of this loan, for benefit of mortgagee or assigns.

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 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 in the quiet and peaceable possession of said second party, his heirs and assigns forever, against all persons lawfully claiming the same.

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 mortgage note to the said party of the second part: due in five years from date, with interest at the maturity or default at the rate of ten per cent per annum the interest from date maturity or default being evidenced by 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 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 parties of the first part their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

Andrew J. Fogarty (SEAL.)

Almira E. Fogarty (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS.

County of Lawrence ss.

Be it Remembered, That on this 11th day of May, A. D. 1890, before me, Notary Public James Brooks, a Notary Public in and for said County and State, came Andrew J. Fogarty and Almira E. Fogarty, his 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 Mar - 1st 1892. L. J. Kampshire Notary Public.
Recorded June 5 A. D. 1890, at 10 o'clock A. M.

James Brooks
Register of Deeds.

This mortgage is indorsed on the original instrument. The notes herein described having been paid in full, this mortgage is hereby released, and the lien hereby created discharged. No witness ever hand this 9 day of May, 1890. Andrew J. Fogarty

This mortgage is indorsed on the original instrument. The notes herein described having been paid in full, this mortgage is hereby released, and the lien hereby created discharged. No witness ever hand this 31 day of May, 1890. Andrew J. Fogarty