

This Indenture, Made this 18 day of May in the year of our Lord one thousand eight hundred and ninety six between B. R. Fogarty a single man of in the County of Douglas and State of Kansas of the first part, and J. S. Strong of same place of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One hundred and twenty five DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell 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 fractional North West quarter of the fractional South West quarter of Section Six (6) in Township Fourteen (14) of Range Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said B. R. Fogarty do hereby covenant and agree that at the delivery hereof his 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 One hundred and twenty five dollars according to the terms of One certain promissory note this day executed and delivered by the said B. R. Fogarty to the said party of the second part: with interest at eight per cent per annum from date

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 part of the second part 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said B. R. Fogarty heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

B. R. Fogarty (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 18 day of May, A. D. 1896, before me, James Brooks, a Notary Public in and for said County and State, came B. R. Fogarty 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 November 4 1897

Recorded May 18 A. D. 1896 at 6 o'clock P. M.

Notary Public.

James Brooks
Register of Deeds.

The following is witnessed on the original instrument
The state herein described having been paid in full, this mortgage
is hereby released and the lien thereby created discharged
As Witness my hand this first day of July A. D. 1896
U. S. Strong

Recorded April 4th 1900

U. S. Strong, Register of Deeds.