

This Indenture, Made this 30th day of Sept. A. D. 1891, between
Berty R. Fogarty and Lydia A. Fogarty, his wife,
 of Douglas County, in the State of Kansas of the first part, and
Bank of Richland, Private Bank, Albert Neese, owner,
 of Shawnee County, in the State of Kansas of the second part:

Witnesseth, That said parties of the first part, in consideration of the sum of
Five hundred AND 00/100 DOLLARS,
 the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said part of
 the second part, his heirs and assigns, all the following described REAL ESTATE, situated in
 Douglas County, and State of Kansas, to-wit:—

Twenty five acres of land out of the north west quarter of section six (6)
in Township Fourteen (14) Range Eighteen (18). Commencing at the
north west corner of said quarter running south to the center of
the State Road and east far enough along said road to contain the
said Twenty five acres of land with all the improvements thereon.

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and
 appurtenances thereunto belonging, or in anywise appertaining, forever:—

Provided, Always, And these presents are upon this expressed condition, that whereas said
Berty R. Fogarty and Lydia A. Fogarty, his wife,
 have this day executed and delivered one certain promissory note in writing to said part of the second part,
 of which the following is a copy: \$ 500⁰⁰ Richland, Kansas, Sep 30 - 1901
Sept. 30 - 1906 after date, I, we, or either of us, promise to pay Bank
of Richland, Private Bank, Albert Neese, owner, or orders, Five hundred
(\$ 500) Dollars, at Bank of Richland, Richland, Kansas, for value received,
with interest at seven per cent per annum from date until paid.
Interest payable annually.
Postoffice
No.

Now, If said parties of the first part shall pay or cause to be paid to said part of the second part, his heirs
 or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the
 terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force
 and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid, when the same is due,
 and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part
 thereof are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon,
 shall, and by these presents become due and payable, and said part of the second part shall be entitled to the possession of
 said premises.

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

Berty R. Fogarty
Lydia A. Fogarty

STATE OF KANSAS, } ss:
Shawnee County, }

Be it Remembered, That on this 30th day of September A. D. 1891, before me the
 undersigned, a Notary Public in and for the County and State aforesaid, came
Berty R. Fogarty and Lydia A. Fogarty, his wife,

who are personally known to me to be the same person who executed the within instru-
 ment of writing, and such person have duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand, and affixed my Notarial
 Seal, the day and year last above written.

John W. Cary Notary Public

Recorded Oct. 3rd A. D. 1891, at 8²⁰ o'clock A. M.

Edw. Foxman Register of Deeds

*The following is enclosed on the original instrument.
 \$ 500⁰⁰ Nov 17th 1906.
 Received of Berty R. Fogarty and Lydia A. Fogarty, his wife,
 the sum of Five Hundred Dollars in full satisfaction
 of the within Mortgage.*

*Recorded Dec 20th 1906,
 C. W. Armstrong -
 Register of Deeds*

