

## Mortgage Record.

Journal Co., Printers, Binders and Blank Book Makers, Lawrence, Kansas.

This Indenture, Made this 7<sup>th</sup> day of Feb. A. D. 1908, between  
B. R. Fogarty and Lydia A. Fogarty his wife.  
 of Douglas County, in the State of Kansas of the first part, and  
Bank of Richmond, Private Bank, Albert Hesse, 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

Nine Hundred and 100 DOLLARS

the receipt of which is hereby acknowledged, do ss. by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described REAL ESTATE, situated in Douglas County, and State of Kansas, to-wit:-

All of the West one half (1/2) of the South west fractional Quarter (1/4) of Section Thirty One (31) Township Thirteen (13) South of Range Eighteen East of the 6<sup>th</sup> P. M.

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

B. R. Fogarty and Lydia A. Fogarty his wife  
 have this day executed and delivered one certain promissory note in writing to said party of the second part of which the following is a copy 471.00 Richland, Kansas, Feb. 7-1908 Feb. 7-1911  
"the date, I, we, or either of us, promise to pay Bank of Richmond, Private Bank, Albert Hesse, Owner, or order, Nine Hundred and 100 Dollars, at Bank of Richmond, Richland, Kansas, for value received, with interest at 6 percent per annum from date until paid, interest payable annually."

B. R. Fogarty,  
Lydia A. Fogarty,

NOW, If said parties of the first part shall pay or cause to be paid to said party 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 parties 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 on the day and year first above written.

B. R. Fogarty,  
Lydia A. Fogarty,

STATE OF KANSAS, } SS.  
Shawnee County.

BE IT REMEMBERED, That on this 11<sup>th</sup> day of Feb. A. D. 1908, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

B. R. Fogarty and Lydia A. Fogarty his wife

who are personally known to me to be the same persons who executed the within instrument of writing, and such persons 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.

Carl Thuermer Notary Public.

Term expires April 27-1911

Recorded Feb. 13- A. D. 1908, at 8<sup>00</sup> o'clock A. M.

W. A. Armstrong Register of Deeds.  
By Eric C. Robinson, Dep.

ST. EDWARD P. R.

ST. EDWARD P. R.  
 \$400.00  
 Received of B. R. Fogarty, wife  
 the sum of Three Hundred and 00 Dollars, in full  
 satisfaction of the within Mortgage.  
Bank of Richmond, Private Bank  
about next owner  
 Recorded Ally 23-1908  
Phys. A. Lawrence  
Chas. C. W. H. H. H.