

Mortgage Record No. 52.

The following is endorsed on the original instrument. The note has been paid in full. The mortgage is hereby released and the lien thereby extinguished or charged. As witness my hand this 6th day of August 1915.

Recorded August 8, 1915. Paul C. McManis, Register, Douglas.

This Indenture, Made this Seventh day of August Nineteen hundred and fifteen, between Lydia A. Fogarty, her husband, Douglas, and State of Kansas, of the first part, and Bank of Richland, Private Bank, Albert Neese, owner of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Thirty two hundred and fifty no. 00 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 South half (1/2) of the South-east Quarter (1/4) of Section Thirty-six (36) Township Thirteen (13) Range Seventeen (17) also all of the West half (1/2) of the South-west Quarter (1/4) of Section Thirty-one (31) Township Thirteen (13) Range Eighteen (18) East of the 6th P.M. and being about seventy four acres.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Lydia A. Fogarty, B. R. Fogarty, her husband do hereby covenant and agree that at the delivery hereof they are 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 \$3250.00 according to the terms of one certain note this day executed and delivered by the said Lydia A. Fogarty, B. R. Fogarty, her husband to the said party of the second part

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, executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost 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 said 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, Sealed and Delivered in presence of Lydia A. Fogarty, B. R. Fogarty, her husband.

STATE OF KANSAS, Shawnee County ss.

BE IT REMEMBERED, That on this 7th day of Aug. A. D. 1915, before me, Wallace Tibbetts, Notary Public in and for said County and State, came Lydia A. Fogarty, her husband 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 subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires Jan 14 1917. Wallace Tibbetts, Notary Public.

Filed for Record the 20th day of Aug. A. D. 1915, at 9:25 o'clock A.M. Floyd Lawrence, Register of Deeds. Geo. L. Metzler, Deputy.