

# MORTGAGE RECORD—59.

This Indenture, Made this first day of August A. D. 1923 between  
Lydia A. Fogarty and B. R. Fogarty, her husband

of Douglas County, in the State of Kansas of the first part, and  
The Richland State Bank  
 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 Eight Hundred  
No. 100 and DOLLARS,

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

The South one half (1/2) of the South-east Quarter  
(1/4) of Section Thirty six (36) Township Thirteen (13) Range  
Seventeen (17).

Also all the West one half (1/2) of the South-west  
Quarter (1/4) of Section Thirty-one (31) Township Thirteen  
(13) South of Range Eighteen (18) east of the 6th P.M. and  
being about seventy four acres.

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

Provided Always, And these presents are upon this express condition, that whereas said Lydia A. Fogarty & B. R. Fogarty  
her husband  
have this day executed and delivered one certain promissory note in writing to said parties of the second part, of which the following is a  
copy \$800

Richland, Kansas, August 1st 1923.  
On or before August 1st 1928, after date of, pre, or either of  
us, promise to pay The Richland State Bank, or order  
Eight Hundred Dollars, at Bank of Richland,  
Private Bank, Richland, Kansas, for value received,  
with interest at six percent per annum from date  
until paid. Interest payable annually.

Lydia A. Fogarty  
B. R. Fogarty  
Proffice  
No.

Now, If said parties of the first part shall pay or cause to be paid to said parties of the second part, their 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 hands and the day and year first above written.

Executed in the presence of

Lydia A. Fogarty  
B. R. Fogarty

STATE OF KANSAS,  
Shawnee County, ss.

Be it Remembered, That on this first day of August A. D. 1923 before me  
the undersigned  
L. S. Lydia A. Fogarty and B. R. Fogarty, her husband  
 who are personally known to me to be the same persons who executed the within instrument of writing, and such person

solely 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 May 24 1926  
Recorded August 8, 1923.  
At 9:30 o'clock A. M.

Albert Neese  
 Notary Public.  
Isa E. Wellman  
Register of Deeds.

125 (91)  
 Received of Lydia A. Fogarty and B. R. Fogarty, her husband the sum of Eight Hundred Dollars in full satisfaction of the within Mortgage. Albert Neese  
Notary Public  
Shawnee, Kansas  
Aug. 19  
1923  
Recorded  
Aug. 20 1923  
Isa E. Wellman  
Register of Deeds

Reg 36  
 63

This instrument is endorsed on the original instrument.  
 The note herein described having been paid in full, this instrument is hereby

Sept 2 1923  
 102