

Reg. No. 1379
Fee Paid, \$ 2.00

MORTGAGE RECORD-73

FROM
Lydia Fogerty
TO
J. C. Hemphill

State of Kansas, Douglas County, ss.

This instrument was filed for record on the 20 day of
June A. D. 1932, at 4:50 o'clock P. M.

E. C. Armstrong
Register of Deeds.
By _____ Deputy.

THIS INDENTURE, Made this Wint day of April, in the year of our Lord one thousand nine hundred
Thirty Two, between Lydia Fogerty, a single woman,

of _____ in the County of Douglas and state of Kansas, of the first part, and
J. C. Hemphill,

of the second part,
WITNESSETH, That the said party _____ of the first part, in consideration of the sum of
Eight Hundred DOLLARS,
to her duly paid, the receipt of which is hereby acknowledged, has she sold, and by these presents do she grant, bargain, sell and mortgage
to the said party _____ 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:

Beginning at the North West corner of Section No. 6 in Township No. 14, Range No. 13,
thence South 22 80/100 chains, thence North 51 1/2° East 19 77/100 chains, thence North
10 20/100 chains, to the place of beginning, containing 25 acres; also the West Half of
the South West Fractional Quarter of Section No. 31 in Township No. 13, Range No. 13,
Also in the North West Quarter of Section No. 6, Township No. 14 of Range No. 13; Beginning
at intersection of Lawrence & Emporia State Road with the North line of said Quarter
Section thence running Westerly with said North line to North East corner of a 25 acre
tract in said Quarter Section owned by Estate of A. J. Fogarty, thence South with East
line of land belonging to the Fogarty Estate to the center of said Lawrence & Emporia
State road, thence Northeasterly with center of said road to the place of beginning
containing 6 acres

with the appurtenances, and all the estate, title and interest of the said party _____ of the first part therein, and the said
Lydia Fogerty, a single woman
do she hereby covenant and agree that at the delivery hereof she 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, and that she will warrant and defend the same against all claims whatsoever.
This grant is intended as a MORTGAGE to secure the payment of the sum of Eight Hundred DOLLARS,
according to the terms of _____ certain promissory note _____ this day executed by said Lydia Fogerty

Said note being given for the sum of Eight Hundred DOLLARS,
dated April 9, 1932, due and payable in three (3) years from date thereof, with interest thereon from the date
thereof until paid, according to the terms of said note, and coupons of six Dollars each thereto attached. And this conveyance
shall be void if such payment be made as in said note _____ and coupons thereto attached, and as hereinafter specified. And the said party _____ of the first part hereby
agree _____ to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of
said mortgagee in the sum of Eight Hundred DOLLARS,
in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs,
and insure the same at the expense of the party _____ of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall
from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of 10 per
cent per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is
not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note _____, and interest thereon, and all taxes and accruing penalties
and interest and costs thereon remaining unpaid or which may have been paid by the party _____ of the second part, and all sums paid by the party _____ of
the second part for insurance, shall be due and payable or not, at the option of the party _____ of the second part; and it shall be lawful for the party _____ of
the second part, his executors, administrators or 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 party _____ of the second part, his executors, administrators
or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument,
together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party _____ making such sale, on demand, to the
said J. C. Hemphill, his heirs and assigns.

IN TESTIMONY WHEREOF, The said party _____ of the first part has _____ hereto set _____ her _____ hand _____ and seal _____, the day and year last
written.

Signed, sealed and delivered in presence of

Lydia Fogerty (SEAL)

(SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 9 day of April, A. D. 1932, before me J. H. Mitchell a Justice of
the Peace _____ in and for said County and State, came Lydia Fogerty

to me personally known to be the same person _____ who executed the foregoing instrument of writing and duly acknowledged the
execution of the same.

(Seal)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last
above written.

J. H. Mitchell
Justice of the Peace

(Attest my hand and seal this _____ day of _____, 1932.)

The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby
released and the lien thereby created discharged.
As witness my hand this 30th day of April, A. D. 1932.

J. C. Hemphill

Attest

This Release
was written
on the original
Mortgage
which is
on file
in my
office

H. C. Hemphill
Notary Public
for Douglas County,
Kansas