

read and affixed my official Seal at my office in said County and State the day and year first above written.

Attesty Commissioner expires July 25th 1883.

(J.S.)

Henry P. Bess
County Clerk.

Recorded Oct 4th 1881 at 1st O'Clock A.M.

A. J. Hornold
Register of Deeds.

This Indenture made this 5 day of July in the year of our Lord one thousand eight hundred and eight and between Marshall G. Diller and Mattie Goddard his wife of Marion in the County of Douglas and State of Kansas of the first part and Robert S. Diller of the second part, Witnesseth that the said parties of the first part in consideration of the sum of Eight Hundred and 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 that tract or parcel of land situated in the County of Douglas and State of Kansas described as follows to wit:

East half of the North East quarter of Section Number two (2) Township 36 North Range 6W containing Eighty 1800 acres with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said Marshall Diller and Mattie his wife do hereby covenant and agree that at the delivery hereof they were the lawful owners of the premises above granted and seised 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 Eight Hundred Dollars due in five years from date interest at 10 per cent per annum according to the terms of an certain note this day executed and delivered by the said Robert S. Diller to the said party of the second part: and this covenances shall be void if such payment be made as is herein specified. But if default be made in such payment or any part thereof or interest thereof or the taxes or if the insurance is kept up thereon then this covenances shall become absolute and the whole shall become due and payable and it shall be lawful for said party of the second part his executors administrators and assigns at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law of 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

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