

This Indenture, Made this 7th day of October in the year of our Lord one thousand eight hundred and 90 between M. Dargitz and Abithag Dargitz his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and Allie M. Duayle of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Hundred (200) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part her 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: Lot No 207y 200 1/2 on Fifth Street Baldwin City Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said M. Dargitz and Abithag Dargitz do hereby covenant and agree, at the delivery hereof they the lawful owners of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred dollars with interest at 10% semi annual according to the terms of one certain Promissory Note this day executed and delivered by the said M. Dargitz wife to the said party of the second part: for the term one year

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 her executors, administrators and 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 moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs 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 the said M. Dargitz and Abithag Dargitz heirs and assigns.

In Witness Whereof, The said parties of the first part, has hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Marion Dargitz (SEAL.)
Abithag Dargitz (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 21st day of November, A. D. 1890, before me Joseph Pittman, a Notary Public in and for said County and State, came M. Dargitz and Abithag Dargitz man & wife who are known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires Dec 9 1893 Joseph Pittman Notary Public.
Recorded Nov - 25 A. D. 1890, at 9 o'clock 7 - M.

James Brooks Register of Deeds

The following is ordered by the original instrument
Baldwin Kansas 11 May 1892. The debt by the mortgage secured
has been paid and I hereby authorize the Register of Deeds of Douglas
County Kansas to release the same from record.
Allie M. Duayle
Recorded May 26th 1892
James Brooks
Register of Deeds

The following is ordered by the original instrument
In an action of full pay-
ment of the within mortgage
I hereby release the same this
25th day of Nov. 1890.
Allie M. Duayle
Recorded May 28th 1892
James Brooks
Register of Deeds

