

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this first day of March in the year of our Lord one thousand eight hundred and ninety four between August Dietz and Magdalena Dietz his wife of Bond in the County of Douglas and State of Kansas of the first part, and P. A. Dolbee of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five Hundred and fifty (\$550.00) 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 West quarter (1/4) of Section number Eight (8) in Township number Fourteen (14) of Range number Nineteen (19) East of the 6th P. M.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except one Mortgage for \$2000.00 of even date herewith. Said Mortgage being the first Mortgage on said premises for part purchase price.

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred and fifty Dollars according to the terms of One certain promissory note this day executed and delivered by the said parties of the first part hereto to the said party of the second part: due and payable on or before five years from date with interest at seven per cent per annum, payable semi-annually at the Merchant National Bank Lawrence Kansas. Interest to be ten percent after maturity or default of any interest payment 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 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, 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 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 parties of the first part, their heirs and assigns.

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

Signed and delivered in presence of

August Dietz (SEAL.)

Magdalena Dietz (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 3d day of March, A. D. 1894, before me a Justice of the Peace, a Notary Public in and for said County and State, came August Dietz and Magdalena Dietz husband and wife 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires 18
Recorded March 6th A. D. 1894, at 5:10 o'clock P. M.

S. Greely
Justice of the Peace
James Brooks
Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 9th day of October 1893

P. A. Dolbee
Notary Public
Register of Deeds