

This Indenture, Made this the First day of October in the year of our Lord one thousand eight hundred and ninety between August Dietz and Madeline Dietz wife of Bond in the County of Douglas and State of Kansas of the first part, and Samuel D. Shepard of the second part,

**Witnesseth,** That the said party all of the first part in consideration of the sum of Two thousand 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 of Section Eight (8) Township Four (4) Range Nineteen (9) East of the 6th M.

with all the appurtenances, and all the estate, title and interest of the said party all of the first part therein. And the said August Dietz and Madeline Dietz do hereby covenant and agree that at the delivery hereof they are 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

This grant is intended as a Mortgage to secure the payment of the sum of Two thousand Dollars according to the terms of One certain Note and ten Coupons this day executed and delivered by the said August Dietz and Madeline Dietz to the said party his heirs and assigns of the second part:

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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said August Dietz his heirs and assigns.

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

Signed and delivered in presence of

John M. Newlin

Auguste Dietz (SEAL.)  
Madeline Dietz (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

**Be it Remembered,** That on this 8<sup>th</sup> day of October, A. D. 1892, before me, John M. Newlin, a Notary Public in and for said County and State, came August Dietz and Madeline Dietz 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 April 26 1894  
Recorded Oct 9 A. D. 1892 at 9 o'clock P. M.

John M. Newlin Notary Public.  
James Brooke Register of Deeds.

The following is endorsed on the original instrument:  
The note herein described having been paid in full, the mortgage is hereby released, and the lien hereby created discharged. As witness my hand, this 5th day of October A. D. 1901  
Thos. Poehler  
Deputy (Assigned Notary Public) Page 307  
Recorded Oct. 5 - 1901  
W. A. Dorman  
Register of Deeds  
By Bill. W. Dorman