

This Indenture, Made this First day of October in the year of our Lord one thousand eight hundred and ninety five between August Dietz and Madeline Dietz husband and wife of Millers Springs in the County of Douglas and State of Kansas of the first part, and G. A. Bolter of the second part,

**Witnesseth,** That the said part of the first part in consideration of the sum of seven hundred 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 4 north (N) of Range Number Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said part 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 a mortgage of two thousand dollars

This grant is intended as a Mortgage to secure the payment of the sum of seven hundred dollars according to the terms of a certain promissory note this day executed and delivered by the said parties of the first part to the said party 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 parties of the first part their heirs and assigns.

**In Witness Whereof,** The said part of the first part, have hereunto set their hands and seals 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 8th day of October, A. D. 1895, before me, John M. Newlin a Notary Public in and for said County and State, came August Dietz 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 28 1899

Recorded Oct 10 A. D. 1895 at 7<sup>13</sup> clock 7 M.

John M. Newlin

Notary Public.

James Brooks  
Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this

Attest: Lillie B. Soper  
Deputy Register of Deeds

Louis B. Blaud Oct 1901 Att in fact for Louis Blaud  
(See Book 29 Page 617 for assignment)