

MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. SAME DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this First day of October in the year of our Lord, one thousand Nineteen
hundred and one, between Auguste Dietz & Madeleine Dietz, his wife,
of the township of Willow Springs in the County of
Douglas and State of Kansas, of the first part, and J. F. Eckel, Walter Howell & H. D. Sealey,
as Trustees of Lawrence Lodge No. 7, A. O. U. W. & their successors in office of the second part:
Witnesseth, That the said parties 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 parties of the second part their 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 (34) of Section Eight (8) in Township Fourteen (14) of
Range Nineteen (19) East of the 6th P. M. in said County & State

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 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 and certain Mortgage note this day executed
and delivered by the said Parties of the first part to the said parties of the second part
Payable five years after date with interest at 6% semi-annually

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 parties of the second part their executors, administrators and assigns, at any time thereafter
to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; 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 First Part their
heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Hugh Blair

Auguste Dietz (SEAL)

Madeleine Dietz (SEAL)

(SEAL)

STATE OF KANSAS,
County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this First day of October A. D. 1901, before me
Hugh Blair a Notary Public in and for said County and State, came
Auguste Dietz and Madeleine Dietz
his 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 subscribed my name and affixed my official seal on the day and year last above
written:

My Commission Expires 28th Decr. 1901

Hugh Blair

Notary Public

Filed for Record the 4th day of Oct A. D. 1901, at 8³⁰ o'clock P. M.

H. D. Sealey

Register of Deeds

The note herein described having been paid in full, this mortgage is hereby released and the
lien thereby created discharged. As witness my hand this 12th day of October A. D. 1912
W. C. Hendrick Aug. Backlund

Recorded Feb 7 1912
Floyd L. Lawrence
Register of Deeds

The following is endorsed on the original instrument
The note herein described having been paid in full, this mortgage is hereby released
and the lien thereby created discharged. As witness my hand this 27th day of May A. D. 1906
W. C. Hendrick Aug. Backlund