

## MORTGAGE RECORD

This Indenture Made this

First

day of April

year of our Lord one thousand nine hundred eighteenth (1918)

August Dietz and Magdalena Dietz, his wife,

of \_\_\_\_\_ in the County of Douglas

and State of Kansas, of the first part, and

Sophie Rehrer

of the second part:

WITNESSETH, That the said part \_\_\_\_\_ of the first part, in consideration of the sum of

Ten Thousand (\$10,000.00)

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 part \_\_\_\_\_ 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 West Half of the Southwest Quarter, Section Five (5); the Southwest Quarter of the Southwest Quarter, Section Five (5); the South Five (10) acres of the Northeast Quarter of the Southwest Quarter, Section Five (5); the Southeast Quarter, Section Six (6); the Northeast Quarter, Section Six (6). Less the following described tract, viz: Beginning at the Southwest corner of said North-east Quarter, Section Six (6); thence North Eighty (80) poles; thence East to the West line of County Road number Four Hundred Five (405); thence along the west line of said road to the South line of said Quarter Section; thence West to beginning, all in Township Fourteen (14), Range Nineteen (19) and the Six (6) acres South of the Public Road in the Southeast Quarter Section Thirty-one (31) Township Thirteen (13), Range Nineteen (19), all East of 6<sup>th</sup> P.M.

with the appurtenances, and all the estate, title and interest of the said part \_\_\_\_\_ of the first part therein. And the said \_\_\_\_\_ August Dietz and Magdalena Dietz, his wife \_\_\_\_\_ 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, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of \_\_\_\_\_ Ten Thousand (\$10,000.00)

DOLLARS,

according to the terms of \_\_\_\_\_ and certain promissory notes \_\_\_\_\_ this day executed by said August Dietz and Magdalena Dietz, his wife,

to the said part \_\_\_\_\_ of the second part; said note being given for the sum of \_\_\_\_\_ Ten Thousand (\$10,000.00)

DOLLARS,

dated \_\_\_\_\_ April 1, 1918 \_\_\_\_\_, due and payable in \_\_\_\_\_ five \_\_\_\_\_ year \_\_\_\_\_ from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and \_\_\_\_\_ coupons of \_\_\_\_\_ 600 \_\_\_\_\_ dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part \_\_\_\_\_ of the first part hereby agree \_\_\_\_\_ to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of \_\_\_\_\_

DOLLARS,

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part \_\_\_\_\_ of the first part, and the expense of such taxes and accruing penalties, interests and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note \_\_\_\_\_ and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part \_\_\_\_\_ of the second part, and all sums paid by the part \_\_\_\_\_ of the second part for insurance, shall be due and payable or not, at the option of the part \_\_\_\_\_ of the second part; and it shall be lawful for the part \_\_\_\_\_ of the second part \_\_\_\_\_ executors, administrators or 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 part \_\_\_\_\_ of the second part \_\_\_\_\_ her \_\_\_\_\_ executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the part \_\_\_\_\_ making such sale, on demand, to the said \_\_\_\_\_ parties of first part \_\_\_\_\_ heirs and assigns

IN TESTIMONY WHEREOF, The said part \_\_\_\_\_ of the first part have hereunto set \_\_\_\_\_ their \_\_\_\_\_ hand \_\_\_\_\_ and seal \_\_\_\_\_ the day and year last above written.

Signed, sealed and delivered in presence of

Geo. Kirchhoff

August Dietz

Magdalena Dietz

STATE OF KANSAS

Douglas

ss.

BE IT REMEMBERED, That on this \_\_\_\_\_ 18<sup>th</sup> day of \_\_\_\_\_ April \_\_\_\_\_ A. D. 1918,

before me, \_\_\_\_\_ A. M. Hughes \_\_\_\_\_, a Notary Public in and for said County and State, came \_\_\_\_\_ August Dietz and Magdalena Dietz \_\_\_\_\_

his wife \_\_\_\_\_ to me personally known to be the same person \_\_\_\_\_ who executed the foregoing instrument of writing, 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.

A. M. Hughes

My commission expires \_\_\_\_\_ March 27 \_\_\_\_\_ 1921.

Notary Public.

This instrument was filed for record on the \_\_\_\_\_ 13 \_\_\_\_\_ day of \_\_\_\_\_ April \_\_\_\_\_

A. D. 1918, at \_\_\_\_\_ 11:20 o'clock \_\_\_\_\_ P. M.

Estelle P. Thompson

Register of Deeds.

By \_\_\_\_\_ Deputy.

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