

MORTGAGE RECORD-59.

This Indenture, Made this 12th day of February A. D. 1923 between
Henry Dieter, a Bachelor

of Douglas County, in the State of Kansas of the first part, and
The Richland State Bank,
of Shawnee County, in the State of Kansas of the second part;

Witnesseth, That said part of of the first part, in consideration of the sum of
Fifty Seven Hundred No/100 and _____ DOLLARS,
the receipt of which is hereby acknowledged, do _____ by these presents, grant, bargain, sell and convey unto said parties of the second part, their
heirs and assigns, all the following described REAL ESTATE, situated in the County of Douglas County and State of Kansas:

to wit: The North-East Quarter (1/4) of Section Twenty-five (25) Township Thirteen (13) Range Seventeen (17).

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever:
Provided Always, And these presents are upon this express condition, that whereas said Henry Dieter

had this day executed and delivered one certain promissory note _____ in writing to said part see of the second part, of which the following is a
copy: \$5700.00 Richland, Kansas, February 12th 1923.
On or before Feb. 12th, 1928 after date, I, we, or either
of us, promise to pay The Richland State Bank, or order,
Fifty Seven Hundred No/100 Dollars, at Bank of Richland,
Richland, Kansas, for value received, with interest at six per
cent, per annum from date until paid. Interest payable
annually. Privilege of paying \$100.00 or any multiple
thereof at any interest paying period.
Postoffice Henry Dieter

Now, If said part of of the first part shall pay or cause to be paid to said parties of the second part, their heirs or assigns, said sum of money
in the above described note _____ mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged
and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due,
and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made
due and payable; then the whole of said sum and sums and interest thereon, shall, and by these presents, become due and payable and said part see of the second part
shall be entitled to the possession of said premises.

In Witness Whereof, The said part of of the first part has hereunto set his hand _____ the day and year first above written.

Executed in the presence of

Henry Dieter

STATE OF KANSAS,

Douglas County, } ss.

Be it Remembered, That on this 12th day of Feb. A. D. 1923, before me
the undersigned, a Justice of the Peace the afforaid
Henry Dieter, a Bachelor County Public in and for said County and State, came

who is personally known to me to be the same person _____ who executed the within instrument of writing, and such person has

aduly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my name and affixed my official seal on the day and year last above written.

My Commission Expires Dec. 15th 1924

C. O. Britton

Notary Public.

Recorded Feb 14. 1923
At 9:30 o'clock - A.M.

Ed. C. McIlman
Register of Deeds.

J. ROBERT CALLEMAN, Clerk of the District Court of Douglas County, Kansas,
do hereby certify that a full and correct copy of the foregoing mortgage has been recorded
in the office of the District Court, on the 14th day of Feb. 1923
and that the same is duly recorded in Journal 88, p. 182.
Witness my hand this 25th day of Feb. 1923
at Shawnee, Kansas.
Ed. C. McIlman
Register of Deeds.

Attest:
Ed. C. McIlman
Register of Deeds.

Recorded Aug 4 1926
\$120.00
THE FOLLOWING IS CONTAINED IN THE ORIGINAL INSTRUMENT
1926