

heirs and assigns forever, all of the following described tract, piece or parcel of land lying and situate in Palmyra Township, County of Douglas, and State of Kansas, to wit:

The North West Quarter ⁴¹ of the South West Quarter ⁴¹ of Section No Nine (9) in Township No Fifteen (15) South and of Range No Twenty ²⁰ East of the Sixth Principal Meridian in Douglas County, Kansas containing forty acres.

I have and to hold the same, With all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said parties of the second part, and to their heirs and assigns forever. 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, and that they will warrant and defend the same in the quiet and peaceable possession of said parties of the second part, their heirs and assigns, forever, against the lawful claims of all persons now or hereafter.

Provided Always, And this instrument is made, executed and delivered, upon the following conditions, to wit:

First: Said Michael Dyer and Catharine Dyer are justly indebted unto the said parties of the second part in the principal sum of Six Hundred (\$600) Dollars lawful money of the United States of America being for a loan of money made by the said parties of the second part to the said Michael Dyer and Catharine Dyer and payable according to the tenor and effect of their certain First Mortgage Real Estate Note, numbered 7490 executed and delivered by the said Michael Dyer and Catharine Dyer his wife bearing date April 1st 1899, payable to the order of the said J. S. Pettyjohn & Co. Five years after date, the makers of this note hereby reserve the right to pay same any time at or after the maturity of coupon due April 1st 1899 at their office in Olathe Kansas with interest thereon from date until maturity, at the rate of six per cent per annum payable semi-annually, on the first days of April and October in each year, and Twelve per cent per annum after maturity, the installments of interest being further evidenced by ten coupons attached to said principal note and given date therewith, and payable to the order of said J. S. Pettyjohn & Co. at the office of J. S. Pettyjohn & Co. Olathe Kansas.

Second: Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance herein after specified; and if not so paid, the said parties of the second part, or the legal holder or holders of this mortgage may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such

The following is indorsed on the original instrument
The conditions of the within mortgage have been complied with, and the same
is hereby satisfied, released and discharged. Witness my hand this 3rd day of April 1904
J. L. Pettyjohn 960

Recorded April 16th 1904

J. L. Pettyjohn