

(The following is enclosed on the original instrument.)

Know all men by these presents, That J. L. Pettyjohn & Co. of Olathe, claim the mortgage herein named, do hereby acknowledge full payment of the note by the foregoing mortgage secured, and nothing. The Register of Deeds of Douglas County, Kansas, to discharge the same of record. In Witness whereof, we have hereunto set their hands on this 5th day of December, A.D. 1913.

Recorded Dec 6 1913

J. W. L. Lawrence

Register of Deeds

J. L. Pettyjohn & Co.
(L. S.)
By J. L. Pettyjohn, a member of the firm (L. S.)

This Indenture, made the Second day of November A.D. 1908, between Arthur Sweanjen and Allie May Sweanjen, his wife, of the County of Douglas and State of Kansas, party of the first part, and J. L. Pettyjohn & Co. of Olathe, Johnson County, Kansas, parties of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of One Thousand and no/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby ^{grant, bargain} sell, convey and confirm to the said parties of the second part, their successors, heirs and assigns, the following described real estate in the County of Douglas and State of Kansas, to-wit:

The northeast quarter ($\frac{1}{4}$) of the Southeast quarter ($\frac{1}{4}$) of Section Number Thirty five (35), Township Number Thirteen (13), Range Number Twenty (20), East of the Sixth (6th) Principal Meridian in Douglas County, Kansas.

To Have and to Hold the same, with appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said parties of the second part, their successors, heirs and assigns forever; the intention being to convey an absolute title in fee to said premises.

And the said party of the first part hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever. Makers reserve the option to pay this note at maturity or coupon due May 1st, 1909, or any coupon thereafter by giving thirty days notice.

Provided, However, that if the said party of the first part shall pay, or cause to be paid, to the said parties of the second part, their successors heirs or assigns, the principal sum of One Thousand and no/100 Dollars, on the first day of November, A.D. 1913, with interest thereon at the rate of $5\frac{1}{2}$ per cent., per annum payable on the first day of May and November in each year, together with interest at the rate of ten per cent. per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by said party of the first part to J. L. Pettyjohn & Co. of Olathe, Johnson County, Kansas, and payable at the office of said J. L. Pettyjohn & Co. of Olathe, Johnson County, Kansas; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of the said party of the first part, otherwise to remain in full force and effect.

And the said party of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs charges, or attorney's fees incurred and paid by the said parties of the second part, their successors, heirs or assigns, in maintaining the priority of this mortgage. And the said party of the first part do further covenant and agree until the debt