

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

(SEAL) Geo. H. Lothholz, Notary Public, Douglas County, Kansas.

My Commission expires Sept. 25th, 1911.

Recorded Nov. 14, A.D. 1908 at 1.30 P.M.

Register of Deeds.

Deputy.

W. Armstrong.
By E. E. Armstrong.

This Indenture, made the second day of November A.D. 1908, between Arthur Sweangen and Allie May Sweangen, 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 Fifteen Hundred 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 Kansas, to-wit:

The southeast 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 of 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 Fifteen Hundred 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 the 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

Shore All then by this Covenants, I have J. L. Pettyjohn & Co. of Olathe Kansas, the Mortgagees within Kansas, do hereby
no money full payment of the note by the foregoing mortgage secured and authorize the Register of Deeds
1913
to - County Kansas, to discharge the same of record,
J. L. Pettyjohn & Co.
In Witness whereof we have signed our hands on this the 5th day of December A.D. 1913
(L.S.)
By J. L. Pettyjohn a member of the firm (L.S.)
J. L. Pettyjohn & Co.
Register of Deeds.

Recorded Dec 6 1913

State of Kansas
J. L. Pettyjohn & Co.
Register of Deeds.