This IndentUre, made the First day of December A.D. 1908 between William A. Harrison e single man, of the County of Douglas and State of Kansas, party of the first part, and J.L.Petty John & Co. of Olatha, Johnson County, Kensas, party of the second part. Witnesseth; That the said party of the first part, in consideration of the sum of Sixteen Hundred Fifty and no/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged, does 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 North east quarter) \pm) of the Southeast quarter (\pm) of Section N mber Eleven (11), Township Number Fifteen (15), Range Number Twenty (20), East of the Sixth (6th) Principal Meridian in Douglas County, Kensas. To Have and to Hold the same, with appurtenances thereunto 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 covenants that he is lawfully seized of said premises and has good right to convey the same; that said premises are free and clear-of-all-ingumbranges; and that he will warrant and defend the same against the lewful-claims_of_all_persons_whomsoever.___ Makers reserves the option to pay this note at maturity of coupon due June 1st 1909, or any coupon thereafter by giving thirty (30) 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 Sixteen Hundred Fifty and no /100 Dollars, on the first day of December, A.D. 1913, with interest thereon at the rate of 52 per cent, per annum psyable on the first day of June and December 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 and payable, according to the tenor and effect of a promissory note No. 76010, bearing even date herewith, executed by the said party of the first part to J.L. Pettyjohn & Co. of Olatha, Johnson County, Kansas, and payable at the office of said J.L. Petty John & Co. of Olathe, Johnson County, Kansas, and shall perform all and singular the covenants herein contained; then this hortgage to be void, and to be released at the expense of the said party of the first party, otherwise to remain in full force and effect. And the said party of the first part does 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 shell be, and any costs, charges, or attorney's fees incurred and paid by the said parties of the second part, their successors, beirs or assigns, in maintaining the priority of this mortgage or in defending the title to the land hereby mortgaged, or the validity of this mortgage, when attached by parties other than the mortgagor. (OVER)

Recorded

65