

21)

The following is understood on the original instrument
 recorded Feb. 23, 1909. It was all issued by these parties, that J. L. Pettyjohn & Co. the mortgage within named
 do hereby acknowledge full payment of the note by the foregoing mortgage secured
 and are therefore the holder of the debt of Olathe, Johnson County, Kansas to charge the
 same of record. Any person who had of J. L. Pettyjohn & Co. before the 23rd of February A.D. 1909
 by the Register of Deeds. 23rd of February A.D. 1909

For Value Received, I hereby sell, transfer and assign to Emily M. Drury all my
 right title and interest in and to a certain mortgage, and the indebtedness secured
 thereby, made and executed by W. M. Eastman and wife to me, which mortgage is recorded
 in Book "45" of Mortgages, Page 138, in the office of the Register of Deeds in
 Douglas County, Kansas.

In witness whereof, I have hereunto set my hand this 12th day of December 1908.

State of Kansas, County of Douglas, SS:

Be It Remembered, That on this 12th day of December 1908 before me, a
 Notary Public in and for said County and State, came W. M. Sinclair to me personally
 known to be the same person who executed the foregoing instrument, and duly acknowledged
 the execution of the same. In witness whereof, I have hereunto set my hand and
 affixed my official seal the day and year last above written.

(SEAL) Joseph E. Riggs, Notary Public.

My Commission expires Feb. 29th 1909.

Recorded Dec. 12, A.D. 1908 at 3:25 P.M.

W. M. Sinclair, Register of Deeds.
 By E. E. Sinclair, Deputy.

This Indenture, made this Second day of November A.D. 1908, between Edgar E. James
 a single man, 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
 Two Thousand and no/100 Dollars, in hand paid, the receipt whereof is hereby ack-
 nnowledged, 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 East half ($\frac{1}{2}$) of the south west quarter ($\frac{1}{4}$) of Section Number Thirty (30)
 Township Number Thirteen (13) of Range Number Twenty-one (21) East of 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 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 incumbrances; and that he will warrant and defend the same
 against the lawful claims of all persons whomsoever. Makers reserves the option to pay
 this note at maturity of coupon due November 1st, 1910, or any coupon thereafter by
 giving sixty 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 May and November in each year
 together with interest at the rate of ten per cent per annum on any installment of interest