

This Indenture, made the First day of December A.D. 1908 between Charles A. James and Margaret J. James, his wife and 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 Four 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 of Kansas, to-wit:

The South west Quarter ($\frac{1}{4}$) of Section Number Thirty (30), Township Number Thirteen (13) Range Number Twenty one (21), East of the Sixth (6^{th}) 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 whom soever.

Makers reserve the option to pay this note at maturity or 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 Four Hundred and no/100 Dollars, of the first day of December A.D. 1913, with interest thereon at the rate of six per cent, per annum, payable 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 due, and on said principal sum after the same becomes due or payable;

according to the tenor and effect of a promissory note No. 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 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 parties 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 or in defending the title to the land hereby mortgaged, or the validity of this

In consideration of full payment of the within mortgage I hereby release the same this 23rd day of February 1909

J. L. Pettyjohn & Co. of Olathe, Johnson County, Kansas

Recorded Feb 23 1909
J. L. Pettyjohn & Co.
Register of Deeds