

*(The following is entered on the original instrument)
Recorded Dec 22, 1912 The conditions of the within mortgage have been complied with,
and the same is hereby satisfied released and discharged.
Witness my hand and this 9 day of October, 1912
J. L. Pettyjohn & Co. by J. L. Pettyjohn a member of the firm
Register of Deeds.*

This Indenture, made the Second day of November A.D. 1908 between Charles A. James, 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 Southwest quarter ($\frac{1}{4}$) of Section Number Thirty (30), Township Number Thirteen (13), Range Number Twenty-one (21), 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 covenants that there 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 Four Hundred and no/100 Dollars, on the first day of November A.D. 1913, with interest thereon at the rate of six 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 No 36490, 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 parties of the first part do hereby covenant and agree to pay