

This Indenture, made this First day of September A.D. 1909 between George F. Breithaupt and Emma M. Breithaupt, 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 Seven Hundred Twenty-five 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 half ( $\frac{1}{2}$ ) of the Southeast quarter ( $\frac{1}{4}$ ) of section Number Fifteen (15), Township Number Fourteen (14), Range Number Twenty-one (21), East of the Sixth (6th) Principal Meridian in Douglas County Kansas. To have and to hold the same with the 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 <sup>successors</sup> 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 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 ~~XX~~ against the lawful claims of all persons whomsoever. Makers have the privilege of paying \$100. or any multiple thereof at maturity of coupon due September 1st, 1911 or any coupon thereafter by giving 60 days notice in writing until the principal is reduced to not less than \$500., which amount may be paid in one payment, at any interest paying date, by giving notice as above stated. <sup>shall</sup> Provided, however, that if the said party of the first part ~~pay~~, or cause to be paid, to the said parties of the second part, their successors, heirs or assigns, the principal sum of Seven Hundred Twenty-five and no/100 Dollars, on the first day September A.D. 1914 with interest thereon at the rate of Five per cent, per annum, payable on the first day of September in each year, together with interest <sup>at</sup> 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. 37402 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 expence 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 expences 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 mortgage, when attached by parties other than the mortgagor. And the said parties of the first part do further covenant and agree until the debt hereby secured is fully satisfied, to pay

For Release & Conf. 51, Page 521