

same manner as, the principal sum hereby secured. And the said party of the first part do further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said parties of the second part, their successors, heirs or assigns, may without notice declare the entire debt hereby secured, immediately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said parties of the second part, their successors, heirs or assigns shall be entitled to immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels. In Witness Whereof, the said parties of the first

part have hereunto set their hands the day and year first above written.

In presence of
H. L. Kuesse

Perry M. Simpson

S. D. Moherman

Mary E. Simpson

State of Kansas, Franklin County, SS. Be it remembered, That on this 23rd day of November A.D. nineteen hundred and nine before me, the undersigned, a Notary Public in and for said County and State, came Perry M. Simpson and Mary E. Simpson, his wife, who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed. In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires April 17 1911. (SEAL) J.F. Preshaw, Notary Public Franklin County Kansas.

Recorded Nov.-26th A.D.-1909 at 9.16 A.M.

Floyd L. Lawrence

Register of Deeds.

This Indenture, made the First day of November A.D. 1909, between Perry M. Simpson and Mary E. Simpson, 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 Nine 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 East Thirty-four and Sixty-four One-hundredths (34 64/100) acres of the Northeast quarter (¼) of the Southeast quarter (¼) of Section Number Four (4) Township Number Fifteen (15) 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 or 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

*Take following as the original instrument
The conditions of the within mortgage have been complied with and the same is
hereby satisfied, released and discharged. Witness my hand this 16 day of May 1910
J. L. Pettyjohn & Co.
Perry M. Simpson, a member of the firm.
Recorded May 17, 1910
Floyd L. Lawrence
Register of Deeds
Marion L. Lawrence
Deputy*