

Recorded January 8 1913 - The following is enclosed on the original instrument -
 The conditions of the mortgage have been complied with and the same is
 hereby acknowledged, released and discharged. Witness my hand this 15 day of Jan'y 1913

R. M. M. Connelley
 Deputy
 Register of Deeds.

J. L. Pettyjohn & Co.
 By C. B. Pettyjohn a member
 of the firm

and assigns, the following described real estate in the county of Douglas and State of Kansas, to-wit: The North half ($\frac{1}{2}$) of the East Thirty-four and sixty-four onehundredths ($34 \frac{64}{100}$) acres of the Northeast quarter ($\frac{1}{4}$) of the Southeast quarter ($\frac{1}{4}$) of section number Four (4) Township number Fifteen (15) Range Number Twenty-one (21) East of the Sixty (6th) Principal Meridian in Douglas County Kansas. TO HAVE AND TO HOLD THE SAME, with appurtenances thereto belonging or in any wise 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 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 whomsoever. Makers reserve the option to pay this note at maturity of coupon due November 1st 1910 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 and assigns, the principal sum of Four Hundred Fifty and no $\frac{100}{100}$ Dollars on the first day of May A.D. 1915 with interest thereon at the rate of $5\frac{1}{2}$ per cent per annum, payable on the first day of November and May 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. 38412 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, 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 attorneys 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 attacked 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 all taxes and assessments levied under the laws of the state of Kansas on said premises or on this mortgage, or on the note or debt hereby secured, before any penalty for non-