

the foregoing mortgage deed, and duly acknowledged the execution of the same to be his 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 January 20th 1913

(SEAL) Roscoe Smith, Notary Public, Johnson County, Kansas

Recorded Feb'y 3rd A.D. 1911 at 9:12 A.M.

Floyd L. Lawrence
Register of Deeds.

This Indenture, made the First day of February A.D. 1911, between August Rich-
termeier, a single man, of the county of Johnson 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 Five 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 Doug-
las and state of Kansas, to-wit: The West Ten (10) acres of all that portion
of the northwest quarter ($\frac{1}{4}$) of the Southeast quarter ($\frac{1}{4}$) of Section number
Thirty-four (34) township Number Twelve (12), range Number Twenty-one (21),
East of the Sixth (6th) Principal Meridian in Douglas county, Kansas, lying
South of the Right of Way of the Atchison, Topeka and Santa Fe Railroad Com-
pany, less a tract of land One hundred Twenty-five (125) feet North and South
by One hundred Fifty (150) feet east and West in the Southeast corner of said
ten (10) acres. To have and to hold the same, with appurtenances thereto be-
longing 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 con-
vey an absolute title in fee to said premises. And the said party of the first
part hereby covenants that he is lawfully seized of said premises and has good
right to convey the same; that said premises are free and clear of all incum-
brances; and that he will warrant and defend the same against the lawful
claims of all persons whomsoever. Maker reserves the option to pay this note
at maturity of coupon due August 1st, 1911, 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 Five Hundred
and no/100 Dollars, on the first day of February A.D. 1916 with interest there
on at the rate of $5\frac{1}{2}$ per cent per annum, payable on the first day of August
and February 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, accord-
ing to the tenor and effect of a promissory note No. 39482, bearing even date

*The following is endorsed on 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 13th day of
February 1913
J. L. Pettyjohn & Co. by J. A. Pettyjohn, Register of Deeds.
Recorded Feb'y 14 1913
Floyd L. Lawrence
Register of Deeds.*