Charles C. Balch, her husband, 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 aut 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 Feb 24, 1914. (SEAL) Harry L. Muesse, Notary Public, Franklin County, Kansas. Haya L Lawrence

RECORDED OCTOBER 4, 1911 AT 9.06 A.M.

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THIS INDENTURE, Made the second day of October A.D. 1911 between Doctor Franklin Suttonand Amahda Elvira Sutton, his wife, of the County of Douglas and state of Kansas, of the first part, and J.L.Pettyjohn & CO., of Olathe, Johnson County Kansas, parties of the first part.

WITNESSETH, that the said party of the first part, in consideration of the sum of seven hundred fifty and no/100 Dollars in hand paid, the receipt where of is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said parties of the second part, their successors, heirs or assigns, the following described real estate in the County of Douglas and State of Kansas, to-wit: The Southeast Quarter $(\frac{1}{4})$ of the Southeast Quarter $(\frac{1}{4})$ of Section Number One (1) Township Number Fifteen (15), Range Number Nineteen (19) East of the Sixth (6th.) Principal Meridian in Douglas County, Kansas.

3-16-16 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 April 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 Seven Hundred Fifty and no/100 Dollars on the first day of October A.D. 1916, with interest thereon at the rate of 52 per cent per annum, payable on the first day of April and October 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 after the same becomes due or payable according to the tenor and effect of a promissory note No. 40513 bearing even date herewith, executed by the said party of the first part to the 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