

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: Beginning at the Northwest corner of the Southeast quarter ($\frac{1}{4}$) of section Number Twenty seven (27) Township Number Fourteen (14) Range Number Twenty (20) East of the Sixth (6th) Principal Meridian in Douglas County, Kansas, thence South One Hundred (100) rods thence East Eighty (80) rods, thence North One Hundred (100) rods, thence West Eighty (80) rods to place of beginning except a strup of land Sixteen and one half ($16\frac{1}{2}$) feet wide beginning thirty five (35) rods East of the Northwest corner of said quarter section running East thirty five (35) rods, containing Fifty (50) acres, more or less, TO HAVE AND TO HOLD the same, with appurtenances thereto belonging or in any wise appertaining including and 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 July First, 1912, 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 Seventeen Hundred and no/100 dollars on the first day of January A.D. 1917 with interest thereon at the rate of six per cent per annum, payable on the first day of July and January 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. 40970 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 attorney's fees incurred and paid by 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 party of the first part do further covenant and agree until the debt hereby secured is fully satisfied,