

Know all men by these presents, That we J. L. Pettyjohn & Co., of Olathe, in the County of Johnson and State of Kansas, of the first part, in consideration of the sum of Twenty-five Hundred & no/100 Dollars to them in hand paid by National Life Insurance Company of Montpelier and State of Vermont of the second part, the receipt whereof is hereby acknowledged, have sold, and by these presents do sell, assign and convey unto the said parties of the second part, all our right, title and interest, of, in and to a certain indenture of mortgage bearing date the 7th day of May A. D. 1914, made by Ida M. E. Briethaupt and husband, conveying the following lands and tenements situated, lying and being in the County of Douglas and State of Kansas, to-wit: The West half (½) of the Northeast Quarter (¼) and the East half (½) of the East half (½) of the Northwest Quarter (¼) of Section Number Fourteen (14), Township Number Fifteen (15), Range Number Twenty (20), East of the Sixth (6th) Principal Meridian in Douglas County Kansas. in favor of said J. L. Pettyjohn & Co., which said mortgage was duly recorded in the office of the Register of Deeds, of the County of Douglas and State of Kansas, on the 11th day of May in the year 1914 in Book 51 of Mortgages, at page 450 thereof, together with the notes or obligations therein described.

To Have And To Hold The same unto the said parties of the second part their heirs, executors, administrators or assigns, subject only to the provisions in said indenture of mortgage contained.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals this the 13th day of May A.D. 1914.

J. L. Pettyjohn & Co. (SEAL)
By J. L. Pettyjohn (SEAL)

The State of Kansas, County of Johnson, SS.

Be It Remembered, That on this 13th day of May A. D. 1914 before me a Notary Public in and for said County and State, came J. L. Pettyjohn of and for the firm of J. L. Pettyjohn & Co., of Olathe, Johnson County, Kansas, to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

My commission expires March 7th, 1916 (SEAL) J. P. Cochran, Notary Public, Olathe, Johnson County, Kansas.

Recorded May 19th, A.D. 1914, at 9:15 o'clock A.M.

Thos. H. Lawrence
Register of Deeds,
Geo. C. Mofel Deputy.

This Indenture, Made this 18th day of May in the year of our Lord one thousand nine hundred and fourteen between M. S. Watts and Ermina Watts husband and wife of Baldwin P.O., in the County of Douglas and State of Kansas of the first part, and The Smith Mortgage Co. of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty five hundred Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do Grant, Bargain, Sell and Mortgage to the said party of the second part its successors and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to-wit:

The South half of South half of Section Thirteen (Sec. 13) Township Fifteen (T.15) Range Eighteen (R.18) except the following- Commencing 32 Rods North of the Southwest corner of the Southwest Quarter of said Section 13, thence East 209 feet, thence North 418 feet, thence West 209 feet, thence South 418 feet to beginning and containing two acres. The tract hereby conveyed being 158 acres.

Parties of the first part agree to assign to The Smith Mortgage Co. and keep in force during the life of this mortgage six hundred dollars (\$600.00) of fire insurance in some mutually satisfactory company, with the appurtenance and all the estate, title and interest of the said parties of the first part therein.

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This Grant, is intended as a Mortgage to secure the payment of the sum of Twenty five hundred Dollars, according to the terms of one certain coupon bond this day executed by the said M. S. Watts and Ermina Watts husband and wife to the said party of the second part which said coupon bond is due and payable June 1st, 1919, with interest thereon payable semi-annually as shown by the coupons attached to said bond and numbered from one to ten inclusive.

Both principal are payable at the First National Bank of Ottawa, Kansas. And this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided therein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder thereof, and it shall be lawful for the said party of the second part, its successors and assigns, at any time thereafter, to take possession of said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said M. S. Watts, his heirs and assigns.

The following is endorsed on the original instrument.
The within mortgage having been paid in full, it is hereby released
on this the original instrument, this 22nd day of November, 1919.
The Smith Mortgage Co.,
By J. L. Pettyjohn, President

(Corporate Seal)

Recorded - May 23rd - 1919
- G. C. Mofel -
Register of Deeds