This Indenture, made the First day of September A.D. 1914, between George F: Breithauft and Emma Breithaupt, his wife of the County of Douglas and State of Kansas, party of the of the first part, and J. L. Pettyjehn & 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 Eight Hundred and No/100 Dollars, in hand paid the receipt whereof is here by ackaculedged, 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:

The South half (1) of the Southeast quarter (4) of Section Number Fifteen (15), Township Number Fourteen (14), Range Number Twenty-one (21), EAst of the Sixth (6th) principal Meridian in Douglas County, Kansas.

To Have And To Hold the same, with the appurtenances there to belonging or in anyal wise appertaining, including any right of homestead, and every contingent right or estate therein, unto the party 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 eavenants that they are lawfully sei-zed of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; that they will warrant and defend the same against the lawful clears of all presens whomsever- Makers reserve the eption to pay this note at maturity of coupon due March First, 1915, or any coupon thereafter by giving thirty (30) days notice.

" Provided, Hawever, 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 Eight Hundred and No/100 Dellars on the first day of September, 1919, with interest thereon at the rate of six per cent , per annum, payable en A. D. the first day of March and September in each year, tegether 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, accor-ding to the tenor and effect of a promissory note No 45447, bearing even date herewith. executed by said party of the first part to J. L. Pettyjohn & Ce., of Olathe, Joh County, Kanaas, and payable at the office of said J. L. Pettyjohn & Ce of Olathe, Johnson Johnson County, Kansas; and shall perform all and singular the covenants here in con-tained; then this mortgage to be void, and to be released at the expense of the said party of the first part, otherwise to temain 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 the collection, if any there shall be, and any costs, charges, or attorney's 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 then the mortgagor.

and the said party 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 of non-payment attaches thereto; to abstain from the commission of waste on said premises, and to keep the buildings thereon in good repair and insured to the amount of \$500.00 in insurance compaties acceptable to the said parties of the second part, their successors, sere a second, the renewals thereof; deliver to them all policies of insurance on said buildings and the renewals thereof; the said parties of the second part, their successors, heirs ar assigns, and assign and and in case of failure to donso, the said parties of the second part, their successors, heirs or assigns, may pay such taxes and ; assessments, make such repairs, or effect such insurance; and the amounts paid therefor, with interest thereen, from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as a part ef and in the same manner as, the principal sum hereby secured. And the said party of the first part de further covenant and agree that in case of

default in payment of any installment of interest or in the performance of any of the sovenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said parties of the Second part, the ir successors, heirs or assigns, may without notice, declare the entire debt hereby secured, immediate ly due and payable, and there-upon, or in case of default in payment of said promissory note at maturity, the said parties of the second part, their successors, heirs or assigns shall be entitled to immediate possession of said premises, and may preceed to foreclose this mortgage; and in case of foreclosure, the judgement rendered shall provide that the whole of said premices be sold together and not in parcels.

J. .W. Thomas.

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George F. Breithaupt Emma Breithaupt.

Johnson County, Kansas.

Floyd LLawrence Register of Deeds, Geo, 6. Witel Deputy. 1

State of Kansas, Johnson County, SS.

a. -Be It Remembered, THat en this 12 day of Soptember A. D. nineteen hundred and fourteen before me, the undersigned, a Notary Public in and for said County and State, came George F. Breithaupt and Emma Breithaupt his wife who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed, and due ly acknowledged the execution of the same to be their voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seel on the day and year last above written. My commission expires Apr 4 1918 (SEAL) J. W. Thomas, Notary Public, Olathe,

Recorded Sept. 14th, A. D. 1914, at 9:50 A.M.