Know All Men by these presents, That we, J. L. Pettyjohn & Co., of OLathe, in the County of Johnson and State of Kanzes, of the first part, in consideration of the sun of One Thousand and no/OO Dollars to the nin hand baid by Martha F. Smith of Fairview and State of Illinois of the second part, the receipt whereof is here by ackbowledged, have sold, and by these presents do sell, assign and convey unto the said party of the second part, all of our right, title and interest, of, in and to a certain indenture of nortgage bearing date the first day of March A.D. 1915, and by Oliver Blythe and Minnie Elythe, conveying the following lands and tenepents, lying and teing in the County of Douglas and State of Kanses, to-wit: The West Pitty (50) acres of the Northwest quorter (±) of Section Number Eighteen (18). Township Number Rourteen (14). Range Number Twenty (20). East of the Sixth (6th)

The West Pifty (50) acres of the Northwest quorter  $(\pm)$  of Section Number Highteen (18), Township NumbeR Fourteen (14), 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, in the County of Douglas and State of Kansas, on the 15th day of March in the year 1915 in Book 51 of Mortgages, at page 620 thereof, togetheR with the notes or obligations therein described.

To have and to hold the same unto the said party of the second part her heirs, executors, administrators or assigns, subject only to the provisions in said indenture of Mortgame contained.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals this the 25th day of March A.D. 1915.

. I.		(SEAL)
3y 0.	F. Pettyjohn	(SEAL)

State of Kansas, County of Johnson, sp. Be It Remembered, That on this 25th day of March A.D. 1915 before me a Notary Public in and for said County and State, came C. F. Petryjohn of and for the firm of J. L. Petryjohn & 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. Coohran, Notary Public, Olathe, Johnson County, Kanses.

Recorded April 1st, A.D. 1915, at 9:55 o'clock A.M.

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tourenec of Deeds, 6. Matal Deputy.

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1. 1.

This Mortgage, Made this 1st day of April in the year of our hord one thousand ninhundred and fifteen by and between Frednick Neis, Sr. and Minnie Heis, husband and wife, of the County of Douglas and State of Kansas parties of the first part, and Exchange State Bank of Kansas Cit; ("party of the second part, - Witnesseth, That the said parties of the first part, for and in consideration of the sum of Four thousand (\$4000.00) Dollars to them in hand paid by the said party of

Witnesseth, That the said parties of the farst part, for and in consideration of the sum of Four thousand (\$4000.00) Dollars to thum in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell and convey, together with all the rents, issues and profits therefrom, unto the said party of the second part, and to its successors and assigns forever, all of the following described tracts, pieces, and parcles of land lying and situate in the County of Douglas and State of Kansas, to-wit:

The West one-half  $(\frac{1}{2})$  of the Southwest Quarter  $(\frac{1}{2})$ , and the West fractional Onehelf  $(\frac{1}{2})$  of the Northwest fractional Amarter  $(\frac{1}{2})$  of Section Twenty-seven (27), in Township Twelve (12), dontaining One hundred thirty-eight and seven-tenths (138.7) acres.

To have and to hold the same, with all and singular the herdditements and appurtenances thereto belonging, unto the sail party of the second part, and to its successors and assigns forever; Provided, Always, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

Whereas, the said Fredrick Neis, Sr. and Minnic Neis have this day executed and delivered one certain coupon promissory note in writing to the party of the second part, payable at Evchange State Bank of Kanass City, Kanasa, as follows, to-wit: dated April 1, 1915, due on the 1st day of April, 1918, payable <u>of</u> the order of Exchange State Bank of Kanass City, Kansas, for Four thousand Dollars (\$4000.00), with with interest thereon at the rate of six per cent per annum from date, payable semiannually, on the 1st days of October and April in Aach year, according to the tenor of six interest coupons for One hundred and twenty Dollars (\$120.00) each, annexed there-

It is agreed and understood that Five hundred Dollars (\$500.00) or any multiple thereof may be paid on the principal of said note at any interest paying period. Stamps have been attached to the note secured by this montgage, and cancelled, as required by law.

Now, if the said Fredrick Neis, Sr. and Minnie Neis shall well and truly pay, or ceuse to be paid, the sum of money in said note mantioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void, But if said sum of money, or either of then, or any part thereof, or any inturest thereon, be not paid whon the same becomes due, then, or in that case, the whole of said sum and interest shall, at the option of the said party of the second part, by virtue of their mortgage, inredictely become due and payable; or, if the taxes and assessments of every nature which, may be see seed against-said land, and appurtenances, or gither of them, or any part thereof, are not paid at the time when the came are by law, finde due and payable, then in like manner the said note, and the whole of said sum, shall inmediately become due and payable; and upon forfeiture of this mortgage, or in case of default in any of the payments herein provided for, the party of the