State of Pennsylvania, Allegheny County, SS. BE IT REMEMBERED, That on this 9th day of June A.D. 1915. Before me, the under-signed, a Notary Public in and for said County and State, came Charlotte S. King who is personally known to me to be the same person who executed the within release, and such person duly soknowledged the execution of the same. seal on the

IN TESTIMONY WHEEEOF, I have hereunto set my hand and affixed my_ day and year last above written. Grace V. Morrow, Notary Public. My commission expires March 25, 1917. (SEAL)

Allegheny County, Penn. Recorded June 14th, A.D. 1915, st 1:20 o'clock P.M.

00

2021

1

00

90 g 200 auch

Maran !

1.00

1920.

0

Recorded.

THIS INDENTURE, made this first day of June A.D. 1915, between James A. McPheeters and Clara McPheeters, his wife of the County of Douglas And State of Kansas, party of the first part, and J. L. Pettyjohn & Co., of Olathe, Johnson County, Kansas, party of the second part.

WITNESSETH, that the said party of the first part, in consideration of the sum of Three Thousand and no/100 Dollars, in hand paid, the receipt whereof is hereby acko nowledged, do hereby grant, bargain, sell, convey and confirm to the said parties of second part, their successors, heirs and assigns, the following described real estate Sin the County of Douglas and State of Kansas, to-wit:

The South half $(\frac{1}{2})$ of the Southeast quarter $(\frac{1}{4})$ of Section Number Twenty-three (23), Township Numers Fourteen (14), Range Number Twenty (20), East of the Sixth (6th) Principal Meridian in Douglas County Kansas.

TO HAVE AND TO HOLD the same, with appurtenances thereto belonging or in anywise apperstining, 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 December first, 1915, or any coupon thereafter by giving thirty (30) days notice. PROVIDED, HOW VER, that if the said party of the first part shall pay, or cause to be paid, to said parties of the second part, their successors, heirs or assigns, the principal sum of Three Thousand and no/100 Dollars, on the first day of June, A.D. 1920, with interest thereon at the rate of six per cent, per annum, payable on the first day of December and June in each year, together with interest at ther ate of ten per cent per annum on any installment of interest which shall not have been paid when due, and on set o princiepl sum after the same becomes due or payable, according to the que, and on san princiani and alter one same becomes due or payate, according to the tenor and effect of a promissory note No. 48062, bearing even date herewith, excented by the said party of the first part to J. L. Pettyjohn & Co. 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 concasts herein contained; executed then this mortgage to be vaid, 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 and the SHIQ 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 the said parties of the second their successors, heirs or assigns, in meintaining the priority of this mortgage or in defending the title to the land hereby mortgaged, or the validity of this mort-

or in detending the title to the land hereoy moregaged, or the validity of this mort-gage, 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 of the first part do further covenant levied under the laws of the State of Kangas, on said premises, or on this mortgage, or the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the emount of \$1050.00 in insurence companies acceptable to the said party of the second part, their successors, heirs and assigns, and assign and deliver to them all policies of insurance on said buildings and the renewals thereof; and in case of failure to do so, the said parties of the second part, their succesaors, heirs or assigns, may pay such taxes and assessments, make such pepairs, and effect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of ten per cent per annum, shall be colloctible with, as

a part of, and in the same manner as, the principal sum hereby secured. AND the said party of the first part do further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenents or agreements hereinbontained, then, or at any time thereafter during the continuance of such default, the said parties of the second part; their successors heirs or assigns, may without notice, declare the entire debt hereby secured immedi; neirs or assigns, may without notice, declare one entire declarery secured immediately due and payable, and there-upon, or in case of default in payment of said premisory 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 proceed to foreclose this mortigage; and in case of foreclosure, the judgement rendered shall be used as the back of a said to retain a number of the the thet here is and may proceed to foreclose this mortigage; and in case of foreclosure, the judgement rendered shall be the thet here is a said to retain a number of the thete here is a said to retain a sa provide that the whole of said premises be sold together and not in parcels.

23

and the second

Laurence Of Beeds,

Deputy.

Gub. Witel