THIS INDENTURE, made this first day of June A.D. 1915 between David E. Houston, a single man of the County of Douglas and State of Kansas, party of the first part, and J. L. Pettyjohn & 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 Six Hundred and no/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged, does 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 West Forty (40) feet off of Lot Number Ninety-one (91), and the East Five (5) feet off of LOt Numeber Ninety-three (93), Jersey Street, Baldwin City, Douglas County, Kansas.

TO HAVE AND TO HOLD the same, with appurtenances thereto belonging or in anywise appertaining, in cluding 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 he is lawfully seized of said premises and has good right to convey the same; that said premises are free and clear of all incumbrances; and that he 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 days notice.

PROVIDED, HOWEVER, that if the said party of the first part shall pay, or cause to be paid to the said party of the second part, their successors, heirs or assigns, the principal sum of Six Hundred and no/100 Dollars, on the first day of June, A.D., 1918, 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 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 of a promissory note No 48175, 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 party of the first part does 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 party 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 martgage, when attacked by parties other than the mortgagor.

AND the said party of the first part does 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 debt hereby secured, before any penalty for non-payment attaches thereto; also 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 $600.00 in insurance companies acceptable to the parties of the second part, their successors, heirs or 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 successors, heirs or assigns, may pay such taxes and assessments, make such repairs, or 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 collectible with, as a part of, and in the same manner as, the principal sum hereby secured.

AND the said party of the first part does further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, 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, immediately 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 proceed to foreclose this mortgage; and in case of foreclosure, the judgement rendered shall provide that the whole of said premises be sold together and not in parcels.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand the day and year first above written.

In presence of J.W.THomas. DAvid E. Houston.

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, That on this 25 day of June A.D. nineteen hundred and fifteen before me, the undersigned, a Notary Public in and for said County and State, came DAvid E. HOuston, a single man, who is personally known to me to be the identical person described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be his voluntary act and deed.

IN TESTIOMNY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires May 15, 1919 (SEAL) W. M. Clark, Notary Public, Douglas County, Kansas.

Recorded June 28th., A.D. 1915, at 9:58 o'clock A.M.

Floyd L. Lawrence
Register of Deeds,
Geo. C. Neff Deputy.

The following is endorsed on the original indenture: Know all men by these presents that J. L. Pettyjohn & Co. the mortgagee within named, do hereby acknowledge full payment of the within mortgage debt, and do authorize the Register of Deeds of Douglas County, Kansas, to discharge the same of record.

In Witness Whereof, we have hereunto set our hand and seal, on this, the 25 day of March A.D. 1922.

J. L. Pettyjohn & Co. (SEAL)
By Joseph H. Pettyjohn
Trustee in Bankruptcy

Recorded March 30, 1922
Edith L. Pontius
Register of Deeds