

Be it Remembered, That on this 29th day of October 1917, before me, a Notary Public in and for said County and State, came ~~Peter Schuman, Sarah Elizabeth Schuman, Otto Harder, Emma Jane Harder, Theophilus P. Berner, Susana Catherine Berner, Frank E. Berner, Wuerth, Henry Hoch, Mary Elizabeth Hoch,~~  
 By E. L. Wuerth,  
 Their attorney in fact.

to me personally known to be the same persons described in and who executed the foregoing mortgage, and duly acknowledged the execution of the same.

In Testimony Whereof, I have set my hand and seal, the day and year last above written.

A. E. Halsey,  
 Notary Public.

(L.S.)

My Commission expires Dec. 31, 1917.

*Estelle Northrup*  
 Register Of Deeds  
*Ferne Florn*  
 Deputy.

Recorded November 1st, 1917.  
 At 1:40 o'clock P.M.

#### MORTGAGE

This indenture, made the first day of November A. D. 1917 between M. E. Green and William D. Green, her husband, 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 party of the first part, in consideration of the sum of Twelve Hundred Fifty 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 of Lot Number One Hundred Twenty-three (123) and the East Ten (10) feet of Lot Number One Hundred Twenty-five (125), all on Indiana Street, in the City of Baldwin, Douglas County, Kansas.

TO HAVE AND TO HOLD the same, with appurtenances thereto belonging or in anywise appertaining, 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. Makern reserve the option to pay \$100.00, or any multiple thereof on this note at maturity or coupon due May First, 1918, or any coupon thereafter by giving thirty (30) days notice.

PROVIDED, HOWEVER, 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 Twelve Hundred Fifty and no/100 DOLLARS, on the first day of November, A. D. 1920, with interest thereon at the rate of six per cent, per annum, payable on the first day of May and November 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 effect of a promissory note No 53610, bearing even date herewith, executed by 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 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 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 part, their successors, heirs or assigns, in maintaining the priority of this mortgage or defending the title to the land hereby mortgaged, or the validity of this mortgage, 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 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 for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keeps the buildings thereon in good repair and insured to the amount of \$1500.00 in insurance companies acceptable to the said parties of the second part, their successors, heirs or assigns, and assign and deliver

*The following is entered in the original instrument  
 The conditions of the within mortgage have been  
 complied with, and the same is hereby assigned  
 released and discharged.*

*Witness my hand this 3 day of Feb 1920  
 J. L. Pettyjohn & Co. Reg. of Deeds  
 doing business under the firm of  
 J. L. Pettyjohn & Co.*

Recorded - Nov. 11th 1920 -

*Estelle Northrup*  
 R. Notary of Deeds