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State of Kansas, 

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Witness my hand and notarial seal the day and year above set forth.

H. G. Allen, Notary Public in and for Saline County, Kansas.

> stelle Northrap, Firne Flora Deputy.

Recorded Jan. 7, 1920. ; At 4:20 o'clock P.M.

MCRTGAGE.

(L.S.)

This indenture, Made the First day of January A.D. 1920 between William W. Hazen and Louisa E. Hazen, 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, parties of the second part.

Witnessoth, that the said party of the first part, in consideration of the sum of Six Thousand and no/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged, 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 sixty (60) acres of the West Half  $\binom{1}{2}$  of the Northeast quarter  $\binom{1}{4}$ of Section number Twenty-seven (27), also the West half (2) of the Southeast quarter  $(\frac{1}{4})$  of the Northeast quarter  $(\frac{1}{4})$  of Section number Twenty seven (27), and the south- $(\frac{1}{2})$  of the Northeast quarter  $(\frac{1}{2})$  of Section number Twenty seven (2/), and the south-west quarter  $(\frac{1}{2})$  of the Northeast quarter  $(\frac{1}{2})$  of the Northeast quarter  $(\frac{1}{2})$  of section Number Twenty-seven (27), all in Township Number Fourteen (14), Range Number Twenty (20), containing Ninety (90) acres, more or less; Also beginning at the Northwest corner of the southeast quarter  $(\frac{1}{2})$  of Section Number twenty seven (27), Township number Fourteen (14), Range Number Twenty (20), thence South Che Hundred (100) rods, thence East eighty (60) rods, thence North one hundred (100) rods, thence West eighty (20), thence Twenty and the south of the set eighty (20). (e0) rods to place of beginning, except a strip of land sixteen and one-half (16); (et a strip of land sixteen and one-half (16); feet wide beginning Thirty five (35) rods East of the Northwest corner of said quarter section running East Thirty five (36) rods, containing Fifty (50) acres, all East of the Sixth (6th) Principal Meridian in Douglas County, Kansas, and containing in the aggregate One Hundred Forty (140) acres, more or less.

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 covenant that they are lawfully a zed of said premises and have good right to convey the same; that said premises are free and cleap 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 \$100. or any multiple thereof on this note at maturity of coupon due July First, 1920, 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 Six Thousand and no/100 Dollars, on the first day of January A.D. 1925, with interest thereon at the rate of six per cent per annum, payable on the first day of July and January 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. 60961, bearing even date herewith, executed by said party of the first part to J. L. Pettyjohn & Co. of Clathe, 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 parties of the first part do hereby covenant and agree to pay, or R

57 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 in 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 keep the buildings thereon in good repair and insured to the amount of \$1400.00 in insurance coupanies acceptable 200

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