

THIS INDENTURE, Made the 1st day of June A.D. 1913 between Edwin A. Daugherty and Mary I. Daugherty, husband and wife, of the County of Douglas and State of Kansas, party of the first part, and The Rafter Farm Mortgage Company, a corporation under the laws of the State of Kansas located at Holton, Jackson County, Kansas, party of the second part;

WITNESSETH, that the said party of the first part, in consideration of the sum of four thousand Dollars in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate in the County of Douglas and State of Kansas, to-wit: The east one half of the northwest quarter, and the northwest quarter of the northeast quarter of section thirty-four (34) in township thirteen (13) of range nineteen (19) containing 120 acres.

TO HAVE AND TO HOLD the same, with appurtenances thereto belonging or in any wise appertaining including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors or assigns forever; and the said party of the first part hereby covenant that at the delivery hereof 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.

PROVIDED HOWEVER, that of the said party of the first part shall pay or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of Four thousand 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 June and December 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, bearing even date herewith, executed by the said party of the first part and payable at the office of said company, in Holton, Kansas, or such other place as the legal holder of the principal note may in writing designate, which note represents a just indebtedness and actual loan from the party of the second part to the party of the first part; 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 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, incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage; that the party of the second part may make any payments necessary to remove or extinguish any prior or out standing title, lien or incumbrance on the premises hereby conveyed, and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgage, and may be recovered with interest at ten per cent in any suit to foreclose this mortgage.

And the said parties of the first part hereby further covenant and agree to pay all taxes, general or special which may be assessed in the State of Kansas, upon the said land, premises or property, or upon the interest of the party of the second part, its successors or assigns, therein; and while this mortgage is held by a non-resident of the State of Kansas, to pay all taxes and assessments upon this mortgage or the debt secured therein, without regard to any law heretofore enacted or hereafter to be enacted imposing payment of the whole or any part thereof upon the party of the second part, its successors or assigns, and that upon violation of this undertaking or the passage by the State of Kansas of a law imposing payment of the whole or any portion of the taxes aforesaid upon the party of the second part, its successors or assigns, or upon the rendering by any court of competent jurisdiction of a decision that the undertaking by the parties of the first part, as herein provided to pay any taxes or assessments is legally inoperative, then and in such event the debt hereby secured, without deduction, shall at the option of the party of the second part, its successors or assigns, become immediately due and collectible notwithstanding anything contained in this mortgage or any law hereafter enacted.

Also to abstain from the commission of waste on said premises, and keep the buildings in good repair and insured to the amount of \$3000.00 in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof; and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance, and the amounts paid therefore, with interest thereon, from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as 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 covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may, without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns shall be entitled to immediate possession of said premises by receiver or otherwise, as it may elect, and to the subsequent rents and profits of said premises which are hereby pledged to the legal holder hereof as additional and collateral security for the payment of all monies mentioned herein, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment 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 have hereunto set their hands the day and year first above written.

Edwin A. Daugherty
Mary I. Daugherty.

(For Assignment See Book 51 Page 362)

Recorded - June 9th 1920 -
Book 51 Page 362
Rafter Farm Mortgage Company
Record of Deeds

The following is ordered on the original instrument
The subject referred to in this mortgage is to be paid in full and the
same is hereby cancelled this 1st day of April 1920.
Edwin A. Daugherty
Mary I. Daugherty
By James M. Haines
Recorder

The following is ordered on the original instrument
The subject referred to in this mortgage is to be paid in full and the
same is hereby cancelled this 1st day of April 1920.
Edwin A. Daugherty
Mary I. Daugherty
By James M. Haines
Recorder