State of Kansas, 58. County of Finney.

On this 16" day of June A.D. 1913 before me, a Notary Public in and for said County, personally appeared Mary I. Daugherty, wife of Edwin A. Daugherty, to me known to be the same person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed. Witness my hand and official seal, the day and year last above written. My commission expires Dec 19, 1914. (SEAL) C.L.Marmon, Notary Public.

State of Kansas, 55

County of Douglas.

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On this 14th day of June A.D. 1913 before me, a Notary Public in and for said County, personally appeared Edwin A. Daugherty husband of Mary I. Daugherty, to me known to be the same perions named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed. Witness my hand and official seal the day and year last above written. My commission expires Feb 17th 1917. (RAL) Henry G. Parsons, Notary Public.

RECORDED JUNE 27th. A.D. 1913 AT 4:06 o'clock P.M.

Florgs L Lau Register of Deeds.

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 Seven Thousand Dollars in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said party of 3 the second part, its successors and assigns, the following described real estate in the County of Douglas and State of Kansas, to-wit: The Southeast quarter of 3 3 section thirty-four (34) less 10 acres described as follows: Beginning 5 rods north of the Southeast corner of section 34, thence west 57 rods, thence north 27 rods, thence east 57 rods, thence south 27 rods to the place of beginning; and also a part of the southwest quarter of section thirty four (34) described as follows: Commencing at the southeast corner of the southwest quarter, thence north 160 rods, thence west 60 rods, thence south 3 rods, thence west 40 rods, thence southeasterly to the place of beginning, and all of above described land in township 13 of range 5 19

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 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 if the said party of the first part shall par, or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of Seven Thousand Dollars on the first days 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 inwriting 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 outstanding 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 lan d, premises and property, or upon the interest of the party