In Witness Whereof, the said parties if the first part have hereunto set their hands and seals on the day and year first above written. George W. Markley

Dora Markley.

State of Texas) County of Hidalgo.) SS: Be it remembered, that on this 20th day of September,

A.D.1913, before me, the undersigned, a Notary Public in and for the County and State aforessid, came George W. Markley, Husband who are personalyy known to me to be the same <u>persons</u> who executed the foregoing mortgage, and such <u>persons</u> duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written. (SEAL) Term expires June 1 1915.

R. E. Horn, Notary Public, Hidalgo County, Texas.

State of Kansas) County of Douglas) SS: Be it Remerbered, that on this 25" day of September A.D.1913, Before me R. M. Morrison a Notery Public in and for the said County and State, came Dora Markley, wife of George W. Narkley to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same. IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal,

on the day and year last above written. (SEAL) My Commission Expires Feb 23 1914, E.M. Morrison, Notary Public.

Recorded Got: 1st A.D.1913, at 9:50, A.M.

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Hoyd L. Lawrence Register of Deeds. By Sus . 6. Wengel

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This Indenture, made the 29th day of September A.D. 1913, between Forest Pearl King, unmarried, 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, logated 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 Eight Thousand Dollars, in hand paid, the receipt whereof is hereby acknowledged, does 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: All of the southwest quarter $(\frac{1}{2})$ of section twentyfive (25), township thirteen (13) of range nineteen (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 covenants that at the delivery hereof 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 emainst the lawful claims of all persons whomsever,

and the lawful claims of all persons whomsoever, 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, its successors or assigns, the principal sum of Eight Thousand Dollars, on the first day of October A.D. 1920, with interest thereon at the rate of six per cent per annum, payable on the first day of April and October 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, Kanasa, or such other place as the legal holder ot 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 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 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 eny 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 party of the first part hereby further covenants and agrees 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 KMKKKY secured thereby, 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 e law imposing payment of the whole or any portion of the taxes aforesaid upon the said 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 party of the first part, as herein provided, to pay any taxes or asessments is legally inoperative, then and in such event the debt hereby secured, with out deduction shall at the option of the party of the second part, its successors or