

Attest:

(CORP. SEAL)

THE FARM MORTGAGE COMPANY,
By J. P. Slaughter, President.Russell E. Frost,
Secretary.

State of Kansas, Shawnee County, SS.

Be It Known, That on this 28th day of July A.D. 1916, before me, a Notary Public in and for said County, personally appeared J. P. Slaughter President of The Farm Mortgage Company, who is personally known to me to be the identical person whose name is subscribed to the foregoing instrument, as said President, and then and there acknowledged the execution of said instrument to be his voluntary act and deed and the voluntary act and deed of said company.

WITNESS my hand and Notarial Seal on the day last above written.

My commission expires February 14th, 1920. (SEAL) RAY W. Palmatier, Notary Public.

Recorded Nov., 4th., A.D. 1916, at 9:31 o'clock A.M.

Floyd L. Lawrence
Register of Deeds,
Geo. K. Metel
Deputy

THIS INDENTURE, Made the second day of October A.D. 1916 between W. G. Deskins and A.L. Deskins, 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.

WITNESSETH, that the said party of the first part in consideration of the sum of Sixteen Hundred 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 Southwest quarter ($\frac{1}{4}$) of the Southeast quarter ($\frac{1}{4}$) of Section Number Twelve (12) Range Number Eighteen (18), East of the Sixth (6th) Principal Meridian in Douglas County, Kansas, containing forty (40) acres, more or less.

TO HAVE, 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 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.

Makers reserve the option to pay \$100, or any multiple thereof on this note at maturity of coupon due April first, 1917, 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 Sixteen hundred and no/100 Dollars, on the first day of October, A.D. 1921, with interest thereon at the rate of $\frac{5}{8}$ 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 No 51259, bearing even date herewith, executed by said party of the first part to J. L. Pettyjohn & Co. of Olathe, Johnson County, Kansas, and payable at the office of 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 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 party of the second part, their successors 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 \$1750.00 in insurance companies acceptable to the said parties of the second part, their successors, heirs or assigns, and assign and deliver to them all policies of insurance on said buildings and renewals thereof; and in case of failure to do so, the said parties of the second part, their successors, heirs or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as a 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 the 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 parties of the second part, their

Recorded

April 17th 1920 -

Registered Deeds

Shawnee County, Kansas, Shawnee County, Kansas, 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.