

County and State, came Mary A. Allison to me personally known to be the same person who executed the foregoing release and duly acknowledged the execution thereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires on the 19<sup>th</sup> day of September 1918. (SEAL)

Thomas Harley, Notary Public.

State of Oklahoma, Logan County, SS.

Before me, a Notary Public, in and for said County and State on this 26th day of December 1916, personally appeared John M. Allison to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires March 4, 1918. (SEAL) P. L. Williams, Notary Public.

Recorded Jan., 3rd., A.D. 1917, at 2:15 o'clock P.M.

*Thos. L. Lawrence*  
Register of Deeds,  
*Chas. H. Hest*  
Deputy.

KNOW ALL MEN BY THESE PRESENTS, That David K. Henry and Della L. Henry (his wife) of Douglas County, Kansas party of the first part, in consideration of the sum of One Thousand Seven Hundred Fifty Dollars, in hand paid by The Aultman & Taylor Machinery Company, (an Incorporated Company) of Mansfield, Richland County, Ohio, party of the second part, do hereby sell and convey unto the said The Aultman & Taylor Machinery Company, the following described premises, situated in the County of Douglas and State of Kansas, to-wit:

The Northwest One-fourth ( $\frac{1}{4}$ ) of Section Twenty Three (23) Township Twelve (12) Range Seventeen (17) being One hundred sixty acres more or less, all in Douglas County Kansas, subject to a prior mortgage to The Mutual Benefit Life Insurance Company, consisting in all 160 acres more or less, according to Government survey.

TO HAVE AND TO HOLD, The premises above described, with all the appurtenances thereto belonging, unto the said The Aultman & Taylor Machinery Company, and to its successors or assigns, forever. And the said party of the first part covenants with the said party of the second part, that they have good right to sell and convey said premises; that the said premises are free from encumbrances; that they will warrant and defend the title against the lawful claims of all persons; that they do hereby release all rights of dower in and to said premises, and relinquish and convey all their rights of homestead therein; that they will pay to said second party, or order, the sum of One Thousand Seven Hundred Fifty Dollars with interest thereon from date until paid, according to the terms of 3 certain promissory notes, described as follows:

One Note dated Sept. 20 1915, due Dec. 1-1915 for \$700.00. One Note dated Sept. 20-1915, due April 1-1916 for \$550.00. One Note dated Sept. 20-1915, due November 1-1916 for \$500.00 to secure which, together with all renewals and extensions thereof, this conveyance is given.

The first party agrees to pay all taxes and assessments levied upon said real estate before the same becomes delinquent, also all liens, claims, adverse titles and encumbrances on said premises; and if not paid, the holder of this mortgage may, without notice, elect to declare the whole sum of money herein secured due and collectible at once, and all money paid by the mortgagee, its successors or assigns, for taxes or assessments, and all lien claims and encumbrances against said land, shall draw interest at the rate of ten per cent. per annum, from date of such payment; and this mortgage shall stand as security for the amount so paid, with such interest.

The said first party agrees to keep all buildings, fences and other improvements on said real estate in as good repair and condition as the same are in at this date, and shall permit no waste nor removal of buildings, wind-mill or fences or other improvements, and especially no cutting of timber except for making and repairing fences on the place, and such as shall be necessary for fire-wood for use of the grantor's family; and the commission of waste shall, at the option of the mortgagee, render this mortgage due and payable.

Said first party further agrees to keep the buildings and improvements situated on said land constantly insured, loss, if any, payable to said The Aultman & Taylor Machinery Company, as its interest may appear, and to its satisfaction and approval, for the full insurable value thereof, and the policy or policies of insurance therefor constantly assigned and pledged and delivered to said The Aultman & Taylor Machinery Company, at its request, for further securing said notes and interest thereon. It is also agreed, that in the event of any subsequent sale of this property by said party, or of their failure, neglect or refusal, or of such failure, neglect or refusal of their heirs or assigns, to insure the buildings as hereinbefore agreed, or to reinsure the same, and deliver the policy or policies, properly signed and pledged, to said The Aultman & Taylor Machinery Company, at its request, before noon of the day on which policy or policies shall expire, or to have such policy or policies duly assigned to the grantees of said first parties, then the said The Aultman & Taylor Machinery Company, its successors or assigns, is hereby authorized and empowered to insure or reinsure said buildings for said amount, in such company or companies as it may select, for the benefit of the said Company. The said The Aultman & Taylor Machinery Company, its successors or assigns, may sign all papers and applications necessary to obtain such insurance in the name, place and stead of the said first party, or their heirs or grantees. And all moneys paid out by the said The Aultman & Taylor Machinery Company in this behalf the said first party agrees to repay with interest at ten per cent. per annum, payable annually, and this mortgage shall be security for said amount, with said

Exp. Placed in March 5th 1918