

## MORTGAGE 39828 BOOK 97

THIS INDENTURE, made the 1st day of December A. D. 1912, between

John W. Daggett and Winona M. Daggett, his wife,

hereinafter called "mortgagor", and THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a corporation, organized and existing under the laws of the State of New York having its principal office at 323 Seventh Avenue, New York, New York, hereinafter called "mortgagee":

WITNESSETH, That the said mortgagor, in consideration of Four Thousand and No/100 Dollars (\$4,000.00), to him in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said mortgagee, its successors or assigns forever, the following described real estate situated in the County of Douglas, and State of Kansas, to-wit:

Beginning at the Northwest corner of the South Half of the Northwest Quarter of Section 1, thence South to the Southwest corner of said Quarter Section, thence East on the Quarter Section line 1171.5 feet, thence North 27 degrees 13 minutes West 1484.35 feet, more or less, to a concrete marker on the North line of said South Half of said Quarter Section, thence West 492 feet, more or less, to the point of beginning, containing 25.2 acres; also, beginning at the Northwest corner of the Southwest Quarter of Section 1, thence South 74 rods (1221) feet, thence North 52 degrees 20 minutes East 1627 feet, thence North 27 degrees 13 minutes West 256.30 feet to the North line of said Quarter Section, thence West 1171.5 feet to the point of beginning, containing 21.11 acres; Southeast Quarter of Southeast Quarter and 7.8625 acres in East part of Southwest Quarter of Southeast Quarter of Section 2, described as follows: Beginning at a point at Southeast corner of Southwest Quarter of Southeast Quarter, thence West 23.5 rods, thence North 27 rods, thence Northeast to Northeast corner of Southwest Quarter of Southeast Quarter of Section 2, thence South to place of beginning; South Half of Northeast Quarter of Northeast Quarter of Section 11, and West 30 acres of Southeast Quarter of Northeast Quarter of Section 11 (less 5 acres in square form out of the Southwest corner); a 20 foot strip of land off the South end of a tract described as follows: Beginning at the Northeast corner of West Half of Northeast Quarter of Section 11, thence West 248 feet, thence South 5 degrees 20 minutes West 770.7 feet, thence East 319.6 feet, thence North 767.4 feet to place of beginning; the North 30 acres of the Northwest Quarter of Northwest Quarter of Section 12; also, all right, title and interest of mortgagors in and to the North 5.6 acres of East 10 acres of Southeast Quarter of Northeast Quarter of Section 11, together with all interest which they may hereafter acquire of perfect in said land; all in Township 14 South, Range 18 East of the Sixth Principal Meridian.

and containing 173 acres, more or less.

TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances therunto belonging unto the said mortgagee, its successors or assigns, forever.

And the said mortgagor hereby covenants and agrees that at the delivery hereof he is the lawful owner of the premises above granted, and is seized of a good and indefeasible estate of inheritance therein, and that he has a good right to sell and convey said premises and that they are free and clear of all incumbrances, and that he does hereby warrant and defend the title thereto against the claims of all persons whomsoever, and hereby expressly waives all benefit of the homestead, appraisalment, exemption and stay laws of the State of Kansas, and agrees to pay all fees necessary for recording this instrument.

CONDITIONED, HOWEVER, that whereas, the said mortgagor is justly indebted to the said mortgagee for money borrowed in the principal sum of Four Thousand and No/100 Dollars (\$4,000.00), to secure the payment of which the mortgagor has executed and delivered to the said mortgagee a certain promissory note in the sum of Four Thousand and No/100 Dollars, bearing even date herewith and payable to the order of the mortgagee, its successors or assigns, according to the tenor and effect of said note, with interest thereon from December 1, 1912, to maturity, at the rate provided for in said note, and both principal and interest to bear interest after maturity at the rate of ten per cent per annum, payable semi-annually, until paid.