

MORTGAGE.

This Mortgage, Made this 12th day of December, A.D. 1922, by and between JAMES EDWARD BRAZIL and ARPEL BRAZIL, his wife, of the County of Douglas and State of Kansas, parties of the first part, and THEYDAVIS - WELLCOME MORTGAGE COMPANY, a body corporate, existing under and by virtue of the laws of Kansas, and having its office in the City of Topeka and State of Kansas, party of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of Fourteen Thousand DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents Grant, Pargain, Sell and Convey unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas, and State of Kansas, to-wit:

The west half (W $\frac{1}{2}$) of the Northeast quarter (NE $\frac{1}{4}$) of Section Twelve (12) and all of that part of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twelve (12) lying North and West of the Wakarusa River and One (1) Acre more or less in the Southwest corner of said Quarter lying South of said Wakarusa River; also beginning Ninety (90) rods South of the Northeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twelve (12), thence South to the middle of Wakarusa Creek, on the East line of said Quarter Section, thence up said Creek to a point where a line drawn parallel with the East line of said Quarter Section to a line running west from the point first named will enclose Nine (9) acres of land East of said line; also beginning at a point on the North line of The Northeast Quarter (NE $\frac{1}{4}$) of section Thirteen (13) in the middle of the Wakarusa Creek where said Section line crosses said Creek, making the Northeast corner of said land hereby described, thence running West on said Section line to the middle of said Creek making the Northwest corner of said land hereby described, thence following in the middle of said Creek in its course through said Quarter Section to the place of beginning containing Four (4) Acres more or less and otherwise known as all that part of said Northeast Quarter (NE $\frac{1}{4}$) of Section Thirteen (13) lying North of said Wakarusa Creek, all in Township Thirteen (13) South of Range Twenty (20), East of the Sixth Principal Meridian, containing Two Hundred (200) Acres, more or less.

TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, ALWAYS, And these presents are upon the following agreements, covenants and conditions, to-wit:

First. That the parties of the first part are justly indebted to the party of the second part in the sum of Fourteen thousand DOLLARS, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable to the order of the said party of the second part, with interest thereon at the rate of six per cent per annum, payable on the 19th days of June and December in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at NATIONAL BANK OF COMMERCE, New York, N.Y., or at such other place as the legal holder of the principal note may in writing designate, and all of said notes bearing ten per cent interest after maturity.

Second. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of Two Thousand DOLLARS, in insurance companies acceptable to the party of the second part, with policies payable to it in case of loss, to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgage clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

Third. 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 may pay any unpaid taxes or assessment charged against said property, and may insure said property if default be made in the covenant to insure; 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, with any suit for the foreclosure of this mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

Fourth. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby and the said party of the second part is entitled to the possession of said property,