

(SW $\frac{1}{4}$ ) of Section Twelve (12), thence South to the middle of Wakarusa Creek, on the east line of 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 ~~running~~ 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 ~~the~~ 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, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, forever, free and clear of all incumbrances. This Mortgage is subject and second to a mortgage executed by the parties of the first part to THE DAVIS-WELLCOME MORTGAGE COMPANY, dated December 12th, 1922, to secure the payment of \$14,000, covering the above-described real estate.

Provided Always, And these presents are upon this express condition, that whereas, said parties of the first part have this day executed and delivered twenty certain promissory notes in writing to said party of the second part, each for the sum of \$70.00, due June 19, 1923, December 19, 1923, June 19, 1924, December 19, 1924, June 19, 1925, December 19, 1925, June 19, 1926, June 19, 1927, December 19, 1927, June 19, 1928, December 19, 1928, June 19, 1929, December 19, 1929, June 19, 1930, December 19, 1930, June 19, 1931, December 19, 1931, June 19, 1932, and December 19, 1932, respectively, with interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of DAVIS-WELLCOME MORTGAGE COMPANY, Topeka Kansas, and it is distinctly understood and agreed that the notes secured by this mortgage are given for and in consideration of the services of said THREE DAVIS-WELLCOME ~~XXXXXX~~ MORTGAGE COMPANY in securing a loan for said parties of the first part, which loan is secured by the mortgage hereinbefore referred to and excepted, and the said notes do not represent any portion of the interest on said loan and are to be paid in full, regardless of whether said loan is paid wholly or partly before maturity.

NOW, IF said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described notes mentioned, together with interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, or interest or principal of any prior mortgage, is not paid when the same is due or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, shall, by these presents, become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure said property may be sold with or without appraisal, and with or without receiver, as the legal holder may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest, or in any of the conditions of this contract. Said party of the second part may at its option, make any payments necessary to remove any outstanding title, lien or incumbrance on said premises other than herein stated, and sums so paid shall become apart of the principal debt and shall become a lien upon said real estate and be secured by this mortgage, and may be recovered with interest at the rate of ten per cent per annum in any suit for foreclosure.

IN Witness Whereof, The said parties of the first part have hereunto set their hands, the day and year first above written.

James Edward Brazil  
Arbel Brazil.

State of Kansas, County of Douglas, SS

BE IT REMEMBERED, That on this 16th day of December, A.D. 1922, before the undersigned, a Notary Public within and for the County and State aforesaid, came James Edward Brazil and Arbel Brazil, his wife, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

A.F. McClanahan  
(L.S.) Notary Public.

My commission expires Apr. 20, 1925.

Recorded January 5th, 1923.  
At 10:35 o'clock A.M.

*Estelle D. Burt*  
Register of Deeds  
G. B. Burt  
Deputy.