

day and year last above written.

L. S.

C. B. Holmes

My term expires April 20, 1929

Nctary Public Douglas County, Kansas.

Reg. No. 1188 1/2 From *****
Fee Paid \$.50

from William F. Davis et ux
To Groves Brothers.

SECOND MORTGAGE.

State of Kansas Douglas County ss;
This instrument was filed for record
Oct. 25th, 1925 at 4:40 P.M.

Dea. E. Wellman. . . .
Register of Deeds.

Kansas Second Mortgage

Kansas Second Mortgage

This Indenture Made this 23rd day of October, in the year of our Lord one thousand nine hundred and Twenty-five by and between William F. Davis and Mary E. Davis, his wife, of the County of Douglas and State of Kansas, parties of the first part, and Groves Brothers, Company, a corporation duly organized under the laws of the State of Missouri, having its office and principal place of business in Kansas City of Jackson County, Missouri, party of the second part.

business in Kansas City of Jackson County, Missouri, of the first part, for and in consideration of the sum of ---Two Hundred Twenty Five and no/100 --- Dollars, & then in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have Grant Bargained and Sold, and by these presents do Grant Bargain Sell Convey and Confirm unto the said party of the second part, and to its successors and assigns forever, all of the following described tract, piece, or parcel of land, lying and situate in the County of Douglas, and State of Kansas, to-wit:

That part of the Southeast Quarter ($\frac{1}{4}$) and that part of the Southwest Quarter ($\frac{1}{4}$) of Section Thirteen (13) Township Fifteen (15) Range Nineteen (19) described as follows: Beginning at point Twenty (20) rods West of the Southeast corner of said Southeast Quarter ($\frac{1}{4}$) thence West One Hundred Forty (140) rods, thence North One Hundred Sixty (160) rods, thence East Sixty (60) rods, thence South Eighty (80) rods, thence East Eighty (80) rods, thence South Eighty (80) rods to place of beginning, containing 100 acres: also commencing at the Southeast corner of said Southwest Quarter ($\frac{1}{4}$) thence West Forty (40) rods, thence North variation three (3) rods, thence North variation Nine (9) degrees East, Forty (40) rods, thence North variation Nine (9) degrees and Thirty (30) minutes East, Forty (40) rods, thence West Seventeen (17) rods and Fourteen (14) links, thence North variation Ten (10) degrees West, Eighty (80) rods to the half section line, thence East Sixty Two (62) rods and One (1) link to the center of said Section Thirteen (13) or the North East corner of said Southwest Quarter ($\frac{1}{4}$) thence South One Hundred Sixty (160) rods to the place of beginning, containing Fifty-one (51) acres and One Hundred Twelve (112) poles, containing in all 151 acres and 112 poles, more or less.

This deed is made subject to a prior mortgage of even date herewith for \$4500.00.

thereunto belonging or in anywise 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.

whomsoever. Provided Always, And this instrument is made ,executed and delivered upon the following conditions, to-wit:

Said William F. Davis and Mary E. Davis have this day made, executed and delivered to the said party of the second part their Promissory Notes, of cuerdate herewith, by which they promise to pay to the said party of the second part, or order, for value received Two Hundred Twenty Five and no/100 Dollars as evidenced by Ten notes for \$22.50 each, due respectively Apr. 1st, 1926; Oct. 1st, 1926; Apr. 1st, 1927; Oct. 1st, 1927; Apr. 1st, 1928; Oct 1st, 1928; Apr. 1st, 1929; Oct. 1st, 1929; Apr. 1st, 1930; and Oct. 1st 1930;----- at the office of Groves Brothers Company, in Kansas City Mo., with interest at ten per cent per annum from maturity until paid.

And said parties of the first part hereby agree to pay any note or notes or interest thereon secured by the said prior mortgage and if not so paid the said party of the second part or the legal holder or holders of the notes secured by this mortgage may without notice declare the whole sum of money herein secured due and payable at once or may elect to pay said note, notes or interest, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per cent per annum and the legal holder or holders hereof may immediately cause this mortgage to be foreclosed.

Second; Said parties hereto agree to pay all taxes and assessments levied upon said premises when the same are due, and if not so paid the said party of the second part, or the legal holder or holders of this mortgage, may without notice, declare the whole sum of money herein secured to be due and payable at once, or may elect to pay such taxes and assessments, and the amount so paid shall be a lien on the premises aforesaid, and be secured by this mortgage and collected in the same manner as the principal debt hereby secured, with interest at the rate of ten per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes or assessments or not, it is distinctly understood that the legal holder or holders hereof, may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.

- Third - Said parties of the first part agree to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the notes hereby secured are fully paid.

Fourth - Said parties of the first part ^{agree} that if the makers of said notes, ^{shall} to pay, or cause to be paid, any part of said money, either principal or interest, according to the tenor of said notes when the same becomes due, or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall at the option of the legal holder or holders here become due and payable at once, without notice. The parties of the first part shall not and will not apply or claim any deduction by reason of this mortgage from the taxable value of said land, premises or property but will pay all taxes upon the same in full, and also all taxes which may be levied upon this mortgage.

The following is endorsed on the original instrument:

The following is endorsed on the original instrument:
 "Know All men by these Presents, That George Brothers Company the mortgagee within
 named, does hereby acknowledge full payment of the notes and the foregoing mortgage
 and authorizes the Company of David W. Wright County, Georgia the Clerk of the
 Within named, George Brothers and Company Law Cabinet, these presents to be
 executed and attested by its secretary and the Corporate seal to be here applied to
 and Robert H. Moore = Edward Brothers and Company = Per. Jacob K. Moore

2004