

Beginning at the Southeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section Two (2), Township Twelve
 (12) South, Range Eighteen (18) East of the Sixth Principal Meridian; thence North Eleven Hundred Twenty-
 eight (1128) Feet, thence West Seven Hundred Twenty-six (726) feet, thence South Eleven Hundred Twenty-
 eight (1128) Feet, thence East Seven Hundred Twenty-six (726) Feet to the place of beginning, covering
 eighty-one (81) Acres, more or less, being Fifty-one (51) in vacated portion of City of
 Blocks fifty-eight (58) Fifty-nine (59) Eighty (80) and Eighty-one (81) of the Northeast Quarter (NE $\frac{1}{4}$) of Section
 Lecapton; also part of the West Half (W $\frac{1}{2}$) of the West Half (W $\frac{1}{2}$) of the Sixth Principal Meridian, being in
 Two (2) Township Twelve (12) South, Range Eighteen (18) East of the Sixth Principal Meridian, being in
 Lots One (1) and Two (2) of said section Two and of Lot One Section Thirty-five (35) Township Eleven (11)
 South, Range Eighteen (18) East of the Sixth Principal Meridian commencing at the Southwest corner of the
 One (1) and Two (2) of said section Two and of Lot One Section Thirty-five (35) Township Eleven (11)
 South, Range Eighteen (18) East of the Sixth Principal Meridian commencing at the Southwest corner of the
 One (1) and Two (2) of said section Two and of Lot One Section Thirty-five (35) Township Eleven (11)
 North Quarter (NQ $\frac{1}{4}$) of Section Two (2) thence North to Kemere River, thence southeasterly down said
 North Quarter (NQ $\frac{1}{4}$) of Section Two (2) thence North to Kemere River, thence southeasterly down said
 river to a point Thirty-two (32) Rods, Eight and one-half (8 $\frac{1}{2}$) Feet East of the West line of said Quarter
 Section, thence West Thirty-two (32) Rods, Eight and one-half (8 $\frac{1}{2}$) Feet, more or less to the place of
 beginning, less right-of-way of the Atchison and Santa Fe Railway Company, and of the Pacific Mutual
 Telegraph Company across said land Fifty (50) feet in width, containing Fifty-five (55) 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 anywise appertaining, forever, free and clear of all incumbrance. This mortgage is subject and second to a mortgage executed to The Prudential Insurance Company of America dated June 3, 1924 to secure the payment of \$1400.00 covering the above-described real estate.

dated June 3, 1924 to secure the presents are upon this express condition, that whereas, said parties of the first part, PROVIDED ALWAYS, that they executed and delivered one certain promissory note in writing to said party of the first part, payable in installments as follows: \$32.67 on June 10, 1932, \$32.67 on June 10, 1933 and \$32.67 on June 10, 1934, with interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of The Davis-Tellmone Mortgage Company, Topeka, Kansas, and that they acknowledged and agreed that the note secured by this mortgage was given for and in consideration of the services of said The Davis-Tellmone Mortgage Company, securing a loan for and in consideration of the first part, which loan is secured by the mortgage heretofore referred to and excepted and the said note does not represent any portion of the interest on said loan and is to be paid in full regardless of whether said loan is paid wholly or partly before its maturity.

regardless of whether said lien is paid wholly or in part. 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 note mentioned, together with the 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 hereof 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. 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 interest or other charges hereafter accruing on any prior incumbrances on the premises hereby conveyed, provided such interest or other charges are not paid promptly when due by parties of the first part, and may pay any unpaid taxes or assessments 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, in 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.

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

Henry Checksfield
Edna N. Checksfield

STATE OF KANSAS,
COUNTY OF SEAWNEE. SS.

BE IT REMEMBERED, That on this 26th day of June A. D. 1931 before the undersigned, a Notary Public within and for the County and State aforesaid, came Henry Checksfeld and Edna N. Checksfeld, 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.

Legal Seal

My commission expires July 6, 1934

Laura Morgan Notary Public

Recorded August 11, A. D. 1931 at 9:35 A. M.

Elsie E. Armstrong Register of Deeds

The following is endorsed on the original instrument.

Not secured by this mortgage has been paid in full and same is hereby cancelled and released this 20th day of January.

The Davis-Valentine Mortgage Company.
By Book to Grant Jones.

Received Jan - 2 - 1935.
Eugene C. Cousins.
Payable to Order.