

a lien upon this 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.

Jeremiah O. Niccum
Addie Niccum

State of Kansas, Shawnee County, SS. Be it remembered, That on this 9 day of December A.D. 1912, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, came Jeremiah O. Niccum and Addie Niccum, 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 official seal on the day and year last above written. My commission expires Feb. 7th 1914. (SEAL) T. J. Nichols, Notary Public.
Recorded Feb'y 15th A.D. 1913 at 9:30 A.M.

Floyd L Lawrence
register of Deeds.

This Indenture, Made this First day of February in the year of our lord nineteen hundred and Thirteen by and between John Benander and Minta J. Benander, Husband and wife, of the County of Shawnee and state of Kansas, parties of the first part, and The Merriam Mortgage Company, party of the second part: Witnesseth, That the said parties of the first part in consideration of the sum of Forty Five Hundred Dollars to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, 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 Southeast Quarter of Section Fourteen (14) Township Thirteen (13), range Seventeen (17) East of the Sixth principal Meridian, less One (1) acre in the South east corner thereof, deeded for School purposes. Also the Southwest Quarter of Section Twenty Five (25), Township Thirteen (13), Range Seventeen (17), East of the Sixth Principal meridian except the following described tract: Commencing at the Northwest corner of said Southwest Quarter; thence South Sixty Four (64) rods to center of Wakarusa River; thence down stream to line between Northwest Quarter and Southwest Quarter aforesaid; thence West to place of beginning, containing Four (4) acres, more or less. To have and to hold the same, with all and singular the hereditaments and appurtenances 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. 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 Forty Five Hundred Dollars, according to the terms of one certain mortgage note of even date

*For recordment see Book 5, Page 193
The following is enclosed on the original instrument
Recorded Feb 19, 1913. The original secured by this mortgage has been paid in full
Floyd L Lawrence and the same is hereby annexed to the 20th day of February 1913
The Equitable Life Assurance Society
of the State of New York
at Kansas
S. H. Buckley
County Clerk*