

signs, may without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said promissory note, at maturity, the said party of the second part, its successors or assigns, shall be entitled to their immediate possession of said premises, and may proceed to foreclose this mortgage and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

In Witness Whereof, the said party of the first part have hereunto set their hands the day and year first above written.

Charles J. Fawl,  
Jennie Fawl,

STATE OF KANSAS: COUNTY OF OSAGE: SS:

On this 12th day of May, A. D. 1917, before me, a Notary Public, in and for said County, personally appeared Charles J. Fowl and Jennie Fowl, his wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Witness my hand and official seal, the day and year last above written.

My commission expires July 12, 1919, (LEGAL SEAL) J. A. Kesler, Notary Public.

Recorded on May 14, A. D. 1917  
At 1:45 oclock, P.M.

Estelle Northrup  
Register of Deeds,  
Leominster, Mass.

**MORTGAGE.**

This Indenture, Made this 31st day of March, A. D. nineteen Hundred and Seventeen, by and between Jeremiah O. Niccum and Gettie A. Niccum, husband and wife, in the County of Shawnee and State of Kansas, parties of the first part, and The Farm Mortgage Company (Incorporated under the laws of Kansas), located at Topeka, Kansas, party of the second part;

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Forty-two Hundred and no/100 Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, 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 legal representatives and assigns forever, all of the following described tracts, pieces, or parcels of land, lying and situated in the Counties of Shawnee & Douglas, and State of Kansas, to wit: All that part of the West One Half (W. 1/2) of the Northeast quarter (N.E. 1/4) of Section Thirty-Four (34), and all that part of Lot Number One (1) of the North East Quarter (N.E. 1/4) (otherwise known as the East fractional One half (E. (fr) 1/2) of the North East Quarter (N.E. 1/4) of Section Thirty-four (34), all in Township Eleven (11), South of Range Seventeen (17), East of the Sixth (6th) Principal Meridian, lying North of the Right of Way of the Atchison Topeka & Santa Fe Railway Company, containing Seventy-four (74) acres, more or less, according to Government Survey, in Shawnee County, Kansas. Also all that certain tract of land in Douglas County, Kansas, described as follows: "Beginning at the North West Corner of Lot Number Two (2) (otherwise known as the South Fractional One Half (S. (fr) 1/2) of the North West Quarter (N.W. 1/4) of Section Thirty-Five (35), in Township Eleven (11), South, of Range Seventeen (17), East of the Sixth (6th) Principal Meridian: thence South Forty (40) rods, more or less, to the Right of Way of the Atchison Topeka & Santa Fe Railway Company as now located; thence Easterly along said Right of Way Five Hundred Thirty (530) feet to a point; thence at right angles to said Right of Way Northerly to the South Bank of the Kaw River as now located; thence Northwesterly along the south bank of said river to the place of beginning containing Six (6) acres, more or less, according to Government Survey, it being the intention to make the Easterly line, that is to say, the line between the Right of Way and the River on the East side, of the above described tract, identical with the westerly line of that certain tract of land described and intended to be conveyed in that certain deed from George W. Chilson et ux to the Kansas City, Topeka & Western Railroad Company, dated Dec. 7th, 1882 and recorded in Book 30, page 526, records of Douglas County, Kansas."

All of the land hereinabove conveyed containing in the aggregate Eighty (80) acres more or less, according to Government Survey.

To Have and To Hold the Same, With all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining, and all rights of homestead, exemption, unto the said party of the second part, and to its legal representatives and assigns forever. And the said parties of the first part do hereby covenant and agree, at the delivery hereof, to be 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 legal representatives and assigns, forever, against the lawful claims of all persons whomsoever.

signs, forever, against the lawful claims of all persons whatsoever. Provided, Always, And this instrument is made, executed and delivered upon the following conditions. to wit:

loading conditions, to wit:

First.--Said parties of the first part are justly indebted unto the said party of the second part in the principal sum of Forty-two hundred and no/100--Dollars, lawful money of the United State of America, being for a loan thereof, made by the said party of the second part to the said parties of the first part, and payable according to the tenor and effect of one certain First Mortgage Real Estate Note "3890, executed and delivered by the said parties of the first part, bearing date March 31st, 1917, and payable to the order of the said The Farm Mortgage Company, at the office of the said Company, in Topeka, Kansas, with interest thereon from April 1st, 1917, until maturity, at the rate of Six per cent per annum, payable semi-annually, on the first days of October and April, in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by coupons attached to said principal note, and of even date therewith, and payable to The Farm Mortgage Company, or bearer, at the office of said Company in Topeka, Kansas.

For assignment see book 62 page 538.  
For assignment see book 52 page 578.  
For release see book 62 page 542.

Recorded 11 Sept. 22 1930 - Exempt Witness, to discuss the same figures. On 11 Nov 1929 Monday, the first company has ceased that person to be named to the Ward and its subsidiaries and the self of the 11 day of November 11 1918.