

MORTGAGE.

This indenture, made this 7th day of December A.D. Nineteen hundred and twenty one, by and between Jeremiah O. Niccum and Gertie A. Niccum, husband and wife, in the county of Shawnee and state of Kansas, parties of the first part, and The Farm Mortgage Trust 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 Five Thousand and no/100 Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged do hereby mortgage and warrant to the said party of the second part and to its legal representatives and assigns forever, all the following described tracts pieces or parcels of land, lying and situated in the counties of Shawnee and Douglas and state of Kansas, to wit:

All that part of the Northeast quarter (NE $\frac{1}{4}$) of Section Thirty-four (34) South of the Kansas River and North of the A.T. & S.F. Railway, in Township Eleven (11) South, of Range Seventeen (17) East, Shawnee County;

And also, a tract of land described as follows; Beginning at the intersection of the north line of the right of way of the Atchison, Topeka & Santa Fe Railway Company with the west line of Section Thirty-five (35); said point being 758.5 feet north of the southwest corner of the Northwest quarter (NW $\frac{1}{4}$) of said Section Thirty-five (35); thence easterly along the north line of said right of way 530 feet; thence northerly and at right angles with said north line of said right of way 207.5 feet to the right bank of the Kansas River; thence northwesterly along the right bank of said Kansas River 800 feet more or less to the point where the right bank of said Kansas River intersects with the west line of said section thirty-five (35); thence south along said section line 678.5 feet to the place of beginning, being a part of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-five (35) in Township Eleven (11) South, of Range Seventeen (17), the same being a part of Lot Number Two (2) of said Section Thirty-five (35), East of the 6th Principal Meridian, in Douglas County,

to secure the payment of one certain first mortgage real estate note No. 6068-1 and coupons attached, executed and delivered by the said parties of the first part, bearing even date herewith, payable to the order of the said The Farm Mortgage Trust Company, at its office in Topeka, Kansas, said note being for Five Thousand and no/100 Dollars, for which amount said parties of the first part are justly indebted unto the said party of the second part being for a loan thereof, made by said party of the second part to the said parties of the first part.

Said parties of the first part hereby agree and covenant as follows:

First. To pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and all interest coupons, 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 due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and if suit shall be filed for the foreclosure of this mortgage, may have the abstract of title extended from the date of record of this mortgage to the date of filing such foreclosure suit, at the expense of the first party or parties and the second party may make any payments necessary to remove or extinguish any prior outstanding title, lien or incumbrance on the premises hereby conveyed, and the amounts 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 centum per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and in case of foreclosure the judgment shall provide that the whole of said premises be sold together and not in parcels.

Second. 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 note hereby secured is fully paid,

Third; to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage to the amount of Three Thousand and no/100 Dollars fire and lightning, and to the amount of Three Thousand and no/100 Dollars tornado, to which policies shall be attached mortgage clauses satisfactory to second party; and it is further agreed that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable, and receivable thereon, and apply the same when received, to the payment of said note or notes, less the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired, or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said parties of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

Fourth; that if default occur in the performance of any covenant or condition contained in this mortgage or in the note or coupons secured hereby, the whole sum of money hereby secured shall at the option of the legal holder or holders hereof become due and payable at once, without notice, and shall bear interest at the rate of ten per centum per annum payable semi-annually from date of first default, and no failure on the part of the second party to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to past, present or future default hereunder.