

## MORTGAGE.

Jeremiah O. Niccum and Gertie Niccum, husband and wife, Mortgage and Warrant to the Farm Mortgage Trust Company, of Topeka, Kansas, real estate in the Counties of Shawnee and Douglas and State of Kansas, described as follows, 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 \$375.00, due as follows:

\$187.50 on or before the first day of January 1923, @ 7% semi-annual interest from January 1st, 1922.

\$187.50 on or before the first day of January 1924, @ 7% semi-annual interest from January 1st, 1922.

\$...on the first day of ...19..	\$...on the first day of ...19..
\$...on the first day of ...19..	\$...on the first day of ...19..
\$...on the first day of ...19..	\$...on the first day of ...19..

This mortgage is subject and second to a mortgage to The Farm Mortgage Trust Company to secure the payment of \$5,000.00

The said mortgagee or assigns may pay any sum or sums of principal or interest due and unpaid on said prior mortgage, and on such payment shall be subrogated to the rights of the prior mortgage, or may pay the taxes on said land, and the amount so paid, for principal or interest or taxes, together with interest thereon at ten per cent per annum, shall be a lien on said premises and be secured by this mortgage.

If default shall occur in the payment of any sum or sums hereby secured, or the payment of any portion of the principal or interest on said prior mortgage or in payment of the taxes on said premises when due, or if any of the conditions or agreements set out in said prior mortgage are not conformed to or complied with, then the whole amount hereby secured shall immediately become due and payable and this mortgage may then be foreclosed. Witness our hands, this 7th day of December, 1921.

State of Kansas, Shawnee County, ss.

Jeremiah O. Niccum,  
Gertie A. Niccum,

Be it remembered, that on this 8th day of December, 1921, before me, a Notary Public in and for said County and State, came Jeremiah O. Niccum and Gertie A. Niccum husband and wife, to me personally known to be the same persons described in and who executed the foregoing mortgage, and duly acknowledged the execution of the same as their voluntary act.

In testimony whereof, I have hereunto set my hand and seal, the day and year last above written.

My commission expires Nov. 8th, 1924.

(L.S.)

E. R. Ambrose,  
Notary Public.

Recorded Feb. 21, 1922,  
At 9:55 o'clock A.M.

*Ernest Buckner*  
Register of Deeds,  
deputy.

## MORTGAGE.

This indenture, Made this 17th day of February in the year of our Lord, one thousand nine hundred and twenty two between Ernest C. Hull, single, of Baldwin in the County of Douglas and State of Kansas party of the first part, and The Ottawa Mortgage Company, a corporation under the laws of Kansas, located at Ottawa, Franklin County, Kansas, party of the second part:

Witnesseth, that the said party of the first part, in consideration of the sum of \$750. Seven Hundred Fifty Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does Grant, Bargain, sell and mortgage to the said party of the second part, its successors and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit:

The West forty (40) feet of Lot One hundred twenty three (123) and east Ten (10) feet of Lot One Hundred Twenty five (125) on Indiana Street, Baldwin City, Kansas.

with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances,

First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$500. Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid thereof with interest at ten per cent. per annum, and this mortgage shall stand as security therefor.

The following is endorsed on the original instrument:

The same is hereby acknowledged and cancelled this 14 day of April, A.D. 1924

*Attest:*  
The same Mortgage Trust Company  
By J. P. West, Secretary

*See next page for release of this Mortgage!*  
April 12 " 1924  
J. A. C. McAllister  
Register of Deeds