

Life Insurance Company
By F. W. Frelinghuysen President
(Corp Seal)

The following is endorsed on the original instrument.
The Mutual Benefit Life Insurance Company, the mortgagee
within named does hereby acknowledge full payment of the debt secured
by the foregoing mortgage, and authorizes the Register of Deeds of Douglas
County, Kansas to discharge the same of record. In Witness Whereof the
said Company has caused these presents to be signed by its President and
its common seal to be affixed this 2nd day of September A.D. 1909. The Mutual Benefit

Recorded Sept 21 1909
Floyd L Lawrence
Register of Deeds.

This Indenture, made the 25th day of August, A.D. 1904, between
Charles Eberhart and Mary M. Eberhart, husband and wife of the
County of Douglas and State of Kansas, party of the first part, and,
The Mutual Benefit Life Insurance Company, a corporation under
the laws of New Jersey, located at Newark, Essex County, New Jersey,
party of the second part,
Witnesseth, that the said party of the first part, in consideration
of the sum of Three thousand & 00/100 Dollars, in hand paid, the
receipt whereof is hereby acknowledged, do hereby grant, bargain,
sell, convey and confirm to the said party of the second
part, its successors and assigns, the following described
real estate in the County of Douglas and State of Kansas, to wit:
The East half of the Southwest quarter and the South East
quarter of Section Twenty four (24) in Township Twelve (12)
of Range Seventeen (17) Containing Two hundred and forty
(240) acres.
To Have and to Hold the same, with the appurtenances thereto
belonging or in anywise appertaining, including any right of home-
stead and every contingent right or estate therein, unto the said
party of the second part, its successors and assigns forever; the
intention being to convey an absolute title in fee to said premises.
And the said party of the first part hereby covenant that they
are lawfully seized of said premises and have good
right to convey the same; that said premises are free and
clear of all incumbrances; and that they will warrant and
defend the same against the lawful claims of all persons whomsoever.
Provided, However, that if the said party of the first part shall
pay, or cause to be paid, to the said party of the second part, its
successors or assigns, the principal sum of (\$3000-)
Three thousand & 00/100 Dollars, on the first day of September,
A.D. 1909, with interest thereon at the rate of five per cent per
annum, payable on the first day of March and September
in each year, together with interest at the rate of ten per
cent per annum on any installment of interest which
shall not have been paid when due, and on said
principal sum after the same becomes due or payable,
according to the tenor and effect of a promissory note,
bearing even date herewith, executed by the said party
of the first part, and payable at the office of The Mutual
Benefit Life Insurance Company, in Newark, New Jersey.