

Witnesseth, That the said parties of the first part in consideration of the sum of Six hundred and Fifteen Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, Bargain, Sell, Convey and Warrant unto the said party of the second part his heirs and assigns, all of the following-described real estate, situate in County of Douglas and State of Kansas, to wit:

The North east Quarter (1/4) of the Southeast Quarter (1/4) and the East Sixty (60) acres of the Northeast Quarter (1/4) of Section Twenty three (23) and the North west Quarter (1/4) of Section Twenty four (24) all in Township Twelve (12) Range Seventeen (17) East.

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever, free and clear of all incumbrances except One Mortgage of even date for \$4400 due Nov. 1st 1911.

Provided Always, And these presents are upon this express condition, that whereas said parties of the first part have this day executed and delivered to certain promissory notes in writing to said party of the second part for the sum of \$44 each, due on or before the first days of May and November in each year for seven consecutive years, with interest at ten per cent. per annum after maturity until payment, both principal and interest payable at the office of The Merriam Mortgage Co., Topeka, Kansas, and it is distinctly understood and agreed that the notes secured by this mortgage are given for and in consideration of the services of The Merriam Mortgage Company in securing a loan for said parties of the first part which loan is secured by the mortgage hereinbefore referred to and excepted, and the said notes do not represent any portion of the interest on said loan and are to be paid in full, regardless of whether said loan is paid wholly or partly before its maturity.

Now, If said parties of the first part shall pay or cause to be paid to said party of the second part his heirs or assigns, said sum of money in the above described notes mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest or principal of any prior mortgage, is not paid,

The following is Endorsed on the original instrument.
The amount secured by this mortgage has been
Paid in full. And the same is hereby canceled
this 21st Day of Oct 1907.
C.B. Merriam.

Recorded Oct 26th 1907
W.W. Armstrong
Register of Deeds.