This Indenture, made this First day of April in the year of our Lord one thousand nine hundred and two by & between R. T. Nichols and Mary Nichols, husband and wife, of the County of Douglas and State of Kansas, parties of the first part, and C. B. Merriam party of the second part: Witnesseth, that the said parties of the first part in consideration of the sum of one hundred thirty six and 50/100 Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain sell and convey 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 south half (½) of the south east quarter (¼) of section Twenty three (23) Township Twelve (12) Range Seventeen (17). To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever, free and clear of all incumbrance except one note of even date for $1500 due Apr. 1st 1909. Provided, always, and these presents are upon this express condition, that whereas said parties of the first part have this day executed and delivered seven certain promissory notes in writing to said party of the second part, for the sum of $19.50 (each), due on or before the first day of April 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 T. E. Bowman & Co., Topeka, Kansas. 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 thereon, or interest, or principal of any prior mortgage, is not paid, when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, shall, by these presents, become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with or without appraisement, and with or without receiver, as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent per annum

The following is endorsed on the original instrument
The amount secured by this mortgage has been paid in full
and the same is hereby released this second day of April 1909
William S. Everett

Recorded April 8 1909
Floyd L. Lawrence
Register of Deeds