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 Northwest quarter (¼) of section twenty four (24) and the northeast quarter (¼) of the southeast quarter (¼) of section twenty-three (23), 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 anywise appertaining, forever, free and clear of all incumbrance except a mortgage for 2500, dated Feb. 18, 1903 made to C. B. Merriam, and a mortgage of $437.50 of same date to C. B. Merriam. Provided, always, and these presents are upon this express condition, that whereas said parties of the first part have this day executed and delivered one certain promissory note in writing to said party of the second part, for the sum of $600.00 due Apr. -19- 1903- with interest at 8% per annum, until due, and interest at ten per cent. per annum after maturity until payment, both principal and interest payable at the office of J. 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 or 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 receiver, as the legal holder hereof may elect, and said legal holder may recover interest at the rate of ten per cent. per annum from the time of such default in the payment of interest, or in any of the conditions of this contract. Said party of the second part may, at his option, make any payments necessary to remove any outstanding title, lien or incumbrance on said premises other than herein stated, and sums so paid shall

The following is Endorsed on the original Instrument
The Amount Secured by this Mortgage has been paid in full
And the Same is hereby Cancelled this 17th day of Nov 1904.
Peter Eberhart.

Recorded Dec 1st 1904.
W. W. Armstrong
Register of Deeds.