

(SEAL) S.A. Wood, Notary Public.

My Commission expires 10th day of Apr., 1909.

Recorded Dec. 31, A.D. 1908 at 9.55 A.M.

*A.W. Armstrong.*

Register of deeds.

*By Eric E. Armstrong.*

Deputy.

This Indenture, Made this 29th day of December in the year of our Lord nineteen hundred and eight by and between John D. Henry and Myrtle Henry, his wife, of the County of Douglas and State of Kansas, parties of the first part, and The Merriam Mortgage Company, party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty-Seven Hundred 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, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

The West One Hundred (100) acres of the Northeast Quarter of Section Twenty-Three (23), Township Twelve (12), Range Seventeen (17).

To Have and to Hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always and these presents are upon the following covenants and conditions, to-wit:

First. That said parties of the first part are justly indebted to the said second party in the sum of Twenty-Seven Hundred Dollars, according to the terms of a certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the sum aforesaid, and payable on the first day of January 1916, to the order of said second party, with interest thereon at the rate of 5½ per cent. per annum, payable semi-annually on the first days of January and July in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money

*(The following is enclosed on its original instrument)  
Recorded January 31, 1913.  
The foregoing accepted by this mortgagee has been paid in full, and the same is hereby cancelled this 27 day of Dec. 1912.  
By R. M. Mc Coyne  
Register of Deeds  
By A. W. Armstrong  
Montpelier Savings Bank & Trust Co.  
By A. W. Armstrong  
(Corporate Seal)*