

*(The following is enclosed on the original instrument)
The amount received by this mortgage has been
paid in full and the same is duly cancelled.
30th day of October 1918 -
(Inc. Seal) Merriam Mortgage Company
By Geo. D. Lawrence, its President*

*Recorded Nov. 6
By Geo. D. Lawrence
30th day of October 1918*

for said County and State, Came Mary A. Talbot who is personally known to me to be the same person who executed the foregoing Assignment of Mortgage, and such person has duly acknowledged the execution of the same.

Term expires July 23 1914. (SEAL) Elisha M. Stevens, Notary Public.

Recorded May 11 A.D. 1909 at 8.40 A.M. *Thos L Lawrence*

Register of Deeds.

This Indenture, Made this first day of May in the year of our Lord nineteen hundred and nine by and between Albert Eberhart and Beulah Eberhart Husband and wife, of the County of Shawnee 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 Fourteen 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 the following described real estate, situated in the County of Douglas and State of Kansas, to-wit: The South Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Twenty-five (25), Township Twelve (12), Range Seventeen (17), East of the Sixth Principal Meridian.

To have and to hold the same, with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining, and all right 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 thereof, 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 the 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 justly indebted to the said second party in the sum of Fourteen Hundred Dollars, according to the terms of a certain mortgage note of even date herewith, executed by said part of the first part, in consideration of the actual loan of the sum aforesaid, and payable on the first day of May 1916, to the order of said second party, with interest thereon at the rate of $5\frac{1}{2}$ per cent. per annum, payable semi-annually on the first days of May and November in each year, according to the terms of interest notes thereunto attached; both principal and

(For assignment see Book 47 Page 255)