

State of Kansas, Shawnee County, SS. Be it remembered That on this  
 11th day of May A.D. 1909, before me, the undersigned, a Notary Public  
 in and for the County and State aforesaid, came Albert Eberhart and  
 Beulah Eberhart his wife, to me personally known to be the same  
 persons who executed the foregoing instrument, and duly acknowledged  
 the execution of the same. In Witness Whereof, I have hereunto set my  
 Hand and affixed my official seal, the day and year last above written.  
 My commission expires Jan'y 5th 1913

(SEAL) Agnes McGurnaghan, Notary Public.

Recorded May 12th A.D. 1909 at 10.15 A.M.

*Floyd 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, of the  
 second part: Witnesseth, That the said parties of the first part, in  
 consideration of the sum of Ninety-eight and No/100 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, its successors and assigns, all of the following  
 described real estate situated in 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, Together  
 with all and singular the tenements, hereditaments and appurtenances  
 thereto belonging, or in anywise appertaining, forever, free and clear  
 of all incumbrances except a mortgage of even date herewith for \$1400.00  
 Maturing May 1st, 1916.

Provided, Always, And these presents are upon this express condition,  
 that whereas said parties of the first part have this day executed and  
 delivered their 14 certain promissory notes in writing to said party  
 of the second part, for the sum of \$7.00 each due on or before the  
 first days of May and November in each year for seven consecutive years  
 with interest at ten percent per annum after maturity until payment,  
 both principal and interest payable at the office of The Merriam Mort-  
 gage Co., Topeka, Kansas, and it is distinctly understood and agreed  
 that the notes secured by this mortgage are given for and in consid-  
 eration 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

(OVER)

*(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 27th day of October 1913*

*The Merriam Mortgage Co.  
 By L. B. Merriam Pres.*

Recorded Nov 6 1913

*Floyd L. Lawrence*  
 Register of Deeds  
*By Geo. B. High*