

*(The following is endorsed on the original instrument)
No amount secured by this mortgage has been paid in full
and the same is hereby canceled, this 2 day of September 1914
Noted by the lender and
By J. S. Brown Pres
H. M. B. Co.*

*Recorded Sept 12th 1914
Floyd L. Lawrence
Notary Public
Douglas County, Mo.*

For Mortgagee's Book 47 p. 390

same person who executed the forgoing instrument of writing, and duly acknowledged the execution of the same. IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires April 10th 1911 (SEAL) A. F. Flinn, Notary Public.

Recorded August 10th A.D. 1909 at 4.25 P.M.

Floyd L. Lawrence
Register of Deeds

This Indenture made this tenth day of August in the year of our Lord Nineteen hundred and Nine by and between C. H. Eberhart and Mary M. Eberhart, 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 Fifteen 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 East Half ($\frac{1}{2}$) of the Southwest quarter ($\frac{1}{4}$) of Section Twenty four (24) and the Southeast quarter ($\frac{1}{4}$) of Section Twenty four (24) all in Township Twelys (12) Range Seventeen (17). TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging or in any wise 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 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 are justly indebted to the said party of the second part in the sum of Fifteen 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 September 1914, to the order of said second party, with interest thereon at the rate of five per cent per annum, payable semi-annually on the first days of March and September 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 of the United States of America, at First National Bank, Boston, Mass., and all said notes bearing ten per cent. interest after due. SECOND. The parties of the first part agree to pay all taxes and assessments upon the said premises before they shall become delinquent, and that until the full payment of said debt they will keep the buildings which now are or may hereafter be erected upon said premises insured in such insurance companies as the legal holder hereof may elect, to the amount of _____ Dollars; loss, if any to this mortgagee or assigns, and deliver said