

their seals on the day and year above mentioned.

E. H. Eberhart (SEAL)

Mary M. Eberhart (SEAL)

State of Kansas Douglas County SS. Be it Remembered: That on this 11 day of August A. D. 1909 before me the undersigned a justice of peace in and for the County and State aforesaid, came C. H. Eberhart and Mary M. Eberhart 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.

S. Stull Justice of the peace Kanwaka township.

Recorded August 13th A.D. 1909 at 9.00 A.M.

*Floyd 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 Seventy Five 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, situate in County of Douglas and State of Kansas, to-wit: 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 Twelve Range Seventeen (17) TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances there-to belonging, or in anywise appertaining, forever, free and clear of all incumbrance except a mortgage for \$1500.00 of even date herewith, maturing Sept. 1st 1914 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 ten certain promissory notes in writing to said party of the second part, for the sum of \$7.50 each, due on or before the 1st day of March and September of each year for five consecutive years with interest at ten per cent. per annum after maturity until payment, both principal and interest payable at the office of the Merriam Mortgage Co., Topeka Kansas, and it is distinctly understood and agreed that the notes secured by this mortgage are given for and in consideration 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 paid in full, regardless of whether said loan is paid wholly or partly before its maturity. NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, its successors 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.

*(The following is enclosed in the original instrument.)*  
*The amount secured by this mortgage has been paid in full, and this sum is hereby cancelled this day of Sep. 7-1914*  
*John Merriam Mortgage Co.*  
*J. C. Harrison, Secy.*  
*(Copy Seal)*  
*Recorded Sept. 12th 1909*  
*Floyd Lawrence*  
*Register of Deeds*  
*Rec'd. Mortgage Co.*