

Recorded Jan 20 1911
 of Fred L. Lawrence
 Register's Office

(The following was entered on the original instrument)
 When signed will not be made and therefore this mortgage is hereby
 cancelled this 19th day of January 1911 The Merriam Mortgage Co.
 By E. B. Merriam Pres.

This Indenture, Made this 22nd day of December in the year of our Lord nineteen hundred and ten by and between Fred C. Smith and Mary Smith husband and 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 Two Hundred Ten 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 West Fractional Half ($\frac{1}{2}$) of the Northwest Fractional Quarter ($\frac{1}{4}$) of Section Three (3) Township Twelve (12), Range Eighteen (18) East of the Sixth P.M., containing Eighty (80) acres more or less, 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 one certain mortgage of even date herewith for (\$3000.00) maturing January 1, 1918 Provided Always, And these presents are upon this express condition, that whereas said parties of the first part have this day executed and delivered fourteen certain promissory notes in writing to said party of the second part, for the sum of \$15.00 each, due on or before the first days of July and January in each year for seven 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 company, 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. But if said sum or sums of money or any part thereof, or any interest thereon, or interest or principal of any prior mortgage is not paid, when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, shall, by these presents, become due and payable at the option of said party of the second part and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with or without appraisalment and with or without receiver, as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest, or in any of the conditions of this contract. Said party of the second part may at its option, make any payments necessary to remove any outstanding title,