

State of Kansas, Douglas County, SS. Be it remembered, That on this 20th day of January A.D. 1911, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Albert E. Smith and Ida C. Smith 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 October 14 1911. (SEAL) Eva H. Neville, Notary Public.

Recorded Jan 23rd. A.D. 1911 at 9:30 A.M.

Hoyd Lawrence
Register of Deeds.

This Indenture, made this 18th day of January in the year of our Lord nineteen hundred and eleven by and between Albert E. Smith and Ida C. 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 Three Hundred Fifty Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, XXX 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 Northwest Quarter ($\frac{1}{4}$) of Section Thirty One (31), township Twelve (12) Range Nineteen (19) East of the Sixth P.M.

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 incumbrance except one certain mortgage of even date herewith for \$5000.00, maturing February 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 \$25.00 each due on or before the first days of August and February 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 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. But if sum or said 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

*(The following is enclosed in the original instrument)
The Amount secured by this mortgage has been paid in full and the same is hereby cancelled, this 1st day of August 1916
The Merriam Mortgage Co.
By Chas H. Merriam
Pres.*

*Aug. 23rd 1916
Hoyd Lawrence
Register of Deeds*