

Recorded Sept 27th 1916

By L. Lawrence
Chas. C. Wright
 Secy. of Recd.

*(The following is entered on the original instrument)
 The amount secured by this mortgage is the sum paid in full of the
 is hereby canceled, this 20th day of September 1916,
 Chas. C. Wright*

(For assignment see this Book Page 549)

This Indenture, Made this 1st day of April in the year of our Lord nineteen hundred and twelve by and between A. B. Webber and Nancy Webber, husband and wife, of the County of Shawnee 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 Eight 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 Northwest Quarter of the Southeast Quarter of Section Thirty-six (36) Township Eleven (11), Range Seventeen (17) East of the Sixth Principal meridian, To have and to hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise 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 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 agreements, covenants and conditions, to wit: First. That the parties of the first part are justly indebted to the party of the second part in the sum of Eight Hundred Dollars, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable on the first day of April 1919, to the order of the said party of the second part with interest thereon at the rate of six per cent per annum, payable semi-annually on the first days of April and October 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 Chemical National Bank, new York, N. Y. Or at such other place as the legal holder of the principal note may in writing designate, and all of said notes bearing ten per cent. interest after maturity. Second. That the parties of the first part agree to keep all fences buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of Five Hundred Dollars, in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgagee clause, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall