

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 Dec. 11, 1915. (SEAL) Sidney S. Smith, Notary Public.

Recorded Jan. 23rd A.D. 1913 at 9:30 A. M.

Lloyd L. Lawrence
register of Deeds.

THIS INDENTURE, Made this 14th day of January in the year of our Lord Nineteen hundred and thirteen by and between John M. French and Cornelia French, 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 One hundred seventy five 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: The West Half of the Northeast Quarter Section Thirty six (36) and the West Half of the Northeast Quarter of the Northeast Quarter of Section Thirty six (36) all in Township Eleven (11) Range Seventeen (17) less the Railroad Right of Way.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever, free and clear of all incumbrances except a mortgage of even date herewith for \$2500 maturing February 1, 1920,

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 fourteen certain promissory notes in writing to said party of the second part, for the sum of \$12.50 each, due on or before the first days of February and August 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 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 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

Recorded Feb. 2nd 1920

Charles J. Williams
Register of Deeds

*The following instrument with original instrument
the amount secured by this mortgage has been paid in
full, and the same is hereby cancelled. This is all of your
The Merriam Mortgage Company
By C. Williams*