

My commission expires Feb 24, 1913. (SEAL) John Q.A. Norton, Notary Public.

RECORDED FEBRUARY 6, 1913 AT 10:00 A.M.

Floyd L. Lawrence
Register of Deeds.

This Indenture, Made this First day of February in the year of our Lord nineteen hundred and Thirteen, by and between George M. Nichols and Jennie A. Nichols, 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 Thirty Two 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 Section Eighteen (18) Township Fourteen (14) Range Twenty One (21) 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 any wise 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 Thirty Two Hundred Dollars, according to the terms of One certain mortgage note of even date herewith, executed by the said parties of the first part, in consideration of the actual loan of the said sum and payable on the first day of February 1920, to the order of the said party of the second part with interest thereon at the rate of six per cent per annum, payable annually, on the first day of February 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 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 clauses, 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 following is endorsed on the original indenture:
The amount secured by this Mortgage has been paid in full,
and the same is hereby canceled, this 3rd day of February 1920.
George W. Clarke.*

Recorded March 24th 1920
Estelle D. Atherton
Register of Deeds

For the agreement see Book 51, Page 131

Recorded Feb 25 1913
Alfred & Co.

*The following is endorsed on the original indenture:
The amount secured by this Mortgage has been paid
in full, and the same is hereby canceled, this 3rd day of February 1920.*