

tion of the party of the second part, and no failure of the party of the second part to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to any past, present or future default hereunder; and in case of default of payment of any sum herein covenanted to be paid when due, the said first parties agree to pay to the said second party, interest at the rate of ten per cent per annum, computed annually on said principal note, from the date of default to the time said principal and interest shall be fully paid.

In Witness Whereof, The said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year above mentioned.

George M. Nichols (SEAL)

Jennie A. Nichols (SEAL)

State of Kansas, Douglas County, SS. Be it remembered, that on this 8 day of Feby A.D. 1913, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came George M. Nichols and Jennie A. Nichols 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 Jan. 24, 1916. (SEAL) D. G. Kennedy, Notary Public.

Recorded Feby 8th A.D. 1913 at 3:54 P.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 Two Hundred twenty four Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain sell and warrant unto the said party of the second part, its successors and assigns, all of the following described real estate, situate 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, Together with all and singular the tenements, hereditaments and appurtenances, thereto belonging, or in anywise appertaining, forever, free and clear of all incumbrances except a mortgage of even date herewith for \$3200. 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 seven certain promissory notes in writing to said party of the second part for the sum of \$32.00 each due on or before the first day of February 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 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 herein

*The following is entered on the original instrument
The amount secured by this mortgage has been paid
in full, and the same is hereby cancelled this ... day of
Jan. 28, 1920. The Merriam Mortgage Company
by Woodward, Secy.*

Recorded March 31, 1920.
Estell V. Stephens
Register of Deeds.