

THIS INDENTURE, Made this first day of April in the year of our Lord nineteen hundred and thirteen by and between W.N. Roberts and Eva Roberts, 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 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 the County of Douglas and State of Kansas, to-wit: The west half of the Northwest Quarter of Section Twelve, (12) Township Twelve (12) Range Seventeen (17) 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 any wise appertaining, forever, free and clear of all incumbrances except a mortgage for \$1500 dated March 28, 1908 and due May 1, 1913, same being extended for a period of seven years from May 1, 1913 by extension contract of even date 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 \$7.50 each due on or before the first days of May and November 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 said 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 which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums and interest thereon, shall, by these presents, become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with or without appraisalment, and with or without receiver as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such

Recorded

April 30th 1913

Spittle
Refined Book

*The following is a copy of the original mortgage and the same is hereby certified to be a true and correct copy of the same as the same is on file in the office of the Merriam Mortgage Company
By C. C. Merriam
Secy.*