

THIS INDENTURE, Made this 31st day of May in the year of our Lord nineteen hundred and thirteen by and between Mary S. Learnard, a widow, of the County of Douglas and State of Kansas, party of the first part, and The Marriam Mortgage Company party of the second part;

WITNESSETH, That the said party of the first part in consideration of the sum of One hundred Fifty dollars to her in hand paid, the receipt whereof is hereby acknowledged, does 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: Sixty five (65) Acres in the East half of the Northeast Quarter of section Seven (7) Township Thirteen (13) Range Twenty (20) East of the Sixth Principal Meridian, being all of said East Half lying East of the Railroad Right of way except the North Fifteen (15) acres of the East Half of the Northeast Quarter of the Northeast Quarter of said section seven (7) Township Thirteen (13) Range Twenty (20) 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 incumbrance except a mortgage of even date herewith for \$3000 maturing June 1, 1918.

PROVIDED ALWAYS, And these presents are upon this express condition that whereas the said party of the first part has this day executed and delivered her ten certain promissory notes in writing to said party of the second part, for the sum of \$15.00 each due on or before the first days of June and December in each year for five consecutive years, with interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of The Marriam 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 Marriam 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 party 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,

(The following is endorsed on the original instrument)
 The amount secured by this mortgage has been paid in full and the same is hereby cancelled this 22nd day of August 1916
 The Marriam Mortgage Co.
 By C. B. Marriam
 General

Recorded Aug 28 - 1916
 Lloyd J. Lawrence
 Register of Deeds