This Indenture, made this 15th day of February in the year of our Lord, nineteen hundred and Fourteen, by and between Joseph Nichols and Ada E. Nichols, Husband and Wife of the County of Douglas and State of Kansas, parties of the first part, and The Mer-

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riam Mortgage Company, party of the second part: Witnesseth, That the said parties of the first part, in consideration of the sum of Two 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 describ ed real estate, situated in the County of Douglas and State of Kansas, to-wit: - The Southwest Quarter of Section Two⁽¹⁾ Township Fifteen (15) Range Twenty (20),

East of the Sixth Principal meridian.

To have and to Hold the Same, together with all and singular the tenements, here ditaments and appurtenances thereto belonging, or in anywise appertaining, forever, free and clear of all incumbrances except a mortgage of even date herewith for \$5,500. maturing march 1, 1919.

Provided, Always, And these presents are upon this express condition, that whereas said parties of the first part have this day excuted and delivered their ten certain promissory notes in writing to said party of the second part, for the sum of \$27.50 each, due on or before the first days of March and September 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 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 note 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 printipal 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 payatle, then the whole of said sum or sums, and interof 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 appraisement, 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 default in the payment of interest, or in any of the conditions of this contract. Said party of the second part may, at its option, make any payments necessary to remove any outstanding title, lien or incumbrance on said premises other than stated, and sums so paid shall become a part of the principal debt and shall become a lien upon this real estate and be secured by this mortginge, and may be recovered with interest at the rate of ten per cent per annum in any suit for foreclosure.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

Joseph Nichols Mrs. Ada E. Nichols

State of Kansas, Douglas County, SS. Be it remembered, That on this 20 day of Feb A.D. 1914, before me, the under-signed, a Notary Public, in and for the dounty and state aforesaid, came Joseph Nichols and Mrs. Ada E. Nichols, Husband and wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknow-

ledged the execution of the same. In Testimony Whereof, I have hereunto set my hand and affixed my official seal

the day and year last above written. My commission expires Oct. 25, 1917 (SEAL)

Recorded Feby. 24th A.D. 1914 at 10:05 o'clock A.M.

J. C. Wise, Notary Public. Dioys & A auvience Register of Deeds

Register of Deed:

The following is endorsed on the original

(The following is endorsed on the original instrument recorded in book 51 at page 386) For Value Received, The Merriam Mortgage Company hereby assigns the within mortgage and the debt secured thereby to The Lamoille County Savings Bank & Trust Co., Hyde Park, Vermont. Feb 23, 1914. THE MERRIAM MORTGAGE COMPANY,

(CORP. SEAL) (CORP. SFAL) By E. B. Merriam, President. State of kansas, Shawnee County, SS. Be it remembered, That on this 23rd day of Feby 1914 before me, the undersigned, a Notary Public in and for the county and state aforesaid came E. B. Merriam, President of The Merriam Mortgage Company, a corporation, to me personally known to be such officer and the same person who executed the foregoing assignment of mortgage on behalf of said corporation, and he duly acknowledged the execution of the same as his free act and deed as such officer, and the free act and deed of said corporation. In Witness Whereof, I have hereunto subscribed my name 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 Feby. 24th A.D. 1914 at 10:06 o'clock A.M. Joyd & Lawrung

Register of Deeds.