

This Indenture, Made this First day of May in the year of our Lord nineteen hundred and fourteen, by and between Charles E. Sutton and Elizabeth W. Sutton, 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 Five Hundred Twenty-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 East half of the Northeast Quarter of Section Twelve (12), Township Thirteen (13), Range Nineteen (19), 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 \$7,500, maturing May 1921.

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 \$37.50 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 sums of money in the above described notes mentioned, together with 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 appraisal, 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 herein 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 mortgage, 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.

Charles E. Sutton  
Elizabeth W. Sutton.

State of Kansas, Douglas County, SS.

Be It Remembered, That on this 1st day of June A.D. 1914, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Charles E. Sutton and Elizabeth W. Sutton, husband and wife who are personally known to me to be the same person who executed the within instrument of writing, and such persons duly acknowledged 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 Apr 10 1917. (SEAL)

S. A. Wood, Notary Public.

Recorded June 5th, A.D. 1914, at 8:27 o'clock A.M.

*Flora L. Lawrence*  
Register of Deeds,  
*Geo. B. Neff* Deputy.

This Mortgage, Made the 23rd day of May A.D. 1914. Between Florence H. Alford and Fred G. Alford, her husband of the County of Douglas and State of Kansas, parties of the first part, and The Aetna Life Insurance Company, a body corporate, existing under and by virtue of a charter from the State of Connecticut, party of the second part.

Witnesseth: That, Whereas, The said parties of the first part are justly indebted to the said The Aetna Life Insurance Company for money borrowed in the sum of Forty Five Hundred and No/100-- Dollars, to secure the payment of which they have executed their promissory note of even date herewith, payable on the first day of October A.D. 1919, being principal note, which note bears interest at the rate of 5% per cent. per annum, payable annually, and evidenced by Five interest notes of even date therewith, thereto attached; for Three hundred twenty nine 99/100 Dollars, due on the first day of October 1915, and four notes for Two Hundred Forty Seven 50/100 Dollars, each, due on the first day of October in the years 1916, 1917, 1918, 1919, respectively.

All of said notes are executed by the said parties of the first part, and bear interest after maturity at the rate of ten per cent. per annum, payable annually until paid, and are made payable to the order of said The Aetna Life Insurance Company, at its office, in Hartford, Connecticut.

Recorded June 9th 1914

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The following is endorsed on the original instrument:  
This mortgage was secured by this mortgage has been paid in full and the same is hereby cancelled this 26 day of September 1919.  
The Merriam Mortgage Company

The following is endorsed on the original instrument:  
This mortgage was secured by this mortgage has been paid in full and the same is hereby cancelled this 26 day of September 1919.  
The Merriam Mortgage Company

Recorded Sept 30 1919