

*(This following is endorsed on the original instrument)  
The mortgage secured by this mortgage has been paid in full, and the same  
is hereby cancelled, Oct. 1, 1915  
The Merriam Mortgage Co.  
J. B. Halldon, Secy.  
Expanded  
Recorded Oct. 17th 1915  
Ely L. Lawrence  
Register of Deeds  
Geo. L. Meyer, Atty.*

the day and year last above written.  
Term expires Dec. 5, 1915. (SEAL)

J. W. Iden, Notary Public.

Recorded June 10th, A.D. 1914, at 11:35 o'clock A.M.

*Ely L. Lawrence*  
Register of Deeds,  
*Geo. L. Meyer* Deputy.

This Indenture, Made this First day of May in the year of our Lord nineteen hundred and fourteen, by and between Ella M. Zellars, widow, Lester B. Cunningham and Mrs. Lester B. Cunningham, his wife, Henry L. Cunningham & Jessie Cunningham, husband & wife, Fred B. Cunningham & Cora Cunningham, husband & wife, and Catherine V. Cunningham, single, of the County of Shawnee 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 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 or 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 Southeast Quarter of Section Two (2), Township Twelve (12), Range Eighteen (18), 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 \$1,500, maturing May 1, 1919.

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 ten 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 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 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 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 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.

Ella M. Zellars  
Henry L. Cunningham  
Jessie Cunningham  
Fred B. Cunningham  
Cora Cunningham  
Catherine V. Cunningham  
Lester B. Cunningham  
Mrs. Lester B. Cunningham.

State of Kansas, Shawnee County, SS.

Be It Remembered, That on this 7th day of May A.D. 1914, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Ella M. Zellars a widow who is personally known to me to be the same person who executed the within instrument of writing, and such person 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.

Commission expires Jan'y 5th -1917 (SEAL)

Agnes McGurnaghan, Notary Public.

State of California, County of Los Angeles, SS.

On this 11th day of May A.D. 1914, before me, Carrie L. Bradley a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Henry L. Cunningham and Jessie Cunningham, husband and