

husband of Mary E. Wimmer to me personally known to me to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Commission expires June 27th 1916. (SEAL) Anna Buchanan, Notary Public.

State of Kansas, Shawnee County, SS.

BE IT REMEMBERED, That on this 21st day of June A.D. 1915, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mary E. Wimmer wife of John Wimmer to me personally known to me to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Commission expires June 27, 1916. (SEAL) Anna Buchanan, Notary Public.

Recorded June 25th, A.D. 1915, at 10:20 o'clock A.M.

Phyllis Lawrence
Register of Deeds,
Geo. B. Neff
Deputy.

THIS INDENTURE, Made this 1st day of June in the year of our Lord, nineteen hundred and fifteen, by and between John Wimmer and Mary E. Wimmer, Husband and Wife, 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 Twenty Two & 50/100 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 Southeast Quarter of the Northwest Quarter of Section Thirty one (31), Township Eleven (11), Range Eighteen (18), East of the Sixth Principal Meridian.

DO 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 one certain mortgage of even date herewith for \$450, maturing June 1st, 1920.

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 \$2.25 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 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 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 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 the conditions of this contract. Said party of the second part, at its option, may 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, That the said parties of the first part have hereunto set their hands the day and year first above written.

John Wimmer
Mary E. Wimmer.

State of Kansas, Shawnee County, SS.

BE IT REMEMBERED, That on this 16th day of June A.D. 1915, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came John Wimmer, husband of Mary E. Wimmer 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 June 27, 1916. (SEAL) Anna Buchanan, Notary Public.

*The following is entered on the original instrument
The amount secured by this mortgage has been
paid in full, and the same is hereby cancelled
this 16th day of March 1917 The Merriam Mortgage Co.
(Corp Seal)
By E. D. Wimmer
(Attest)*

*Recorded - March 1st 1917
Book 11, Page 11
Registered*

March 1917 1917 The amount secured by this mortgage has been paid in full, and the same is hereby cancelled this 16th day of March 1917