

at the option of the party of the second part, or assigns, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, without further notice. In case of such foreclosure, said real estate shall be sold without appraisement.

In Witness Whereof, The said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year above mentioned.

George L. Claar. (SEAL)

Anna M. Claar. (SEAL)

State of Kansas, County of Shawnee, SS:

Be it remembered, That on this 8th day of March A.D. 1909 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came George L. Claar and Anna M. Claar, his wife to me personally known to be the same persons 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.

(SEAL) J.E. Rosebrough, Notary Public.

Term expires February 16, 1913.

Recorded March 9, A.D. 1909 at 10.35 A.M.

Floyd L. Lawrence
Register of Deeds.

George L. Claar and Anna M. Claar his wife Mortgage and Warrant to The Pioneer Mortgage Company, of Topeka, Kansas, real estate in the County of ~~Shawnee~~ and State of Kansas, described as follows, to-wit: The West Half of the South West fractional quarter of Section numbered Thirty one (31) in Township numbered Eleven (11) Range numbered Eighteen (18), East of the 6th Principal Meridian, except a tract containing about seven (7) acres described as follows; beginning at the South West corner of the said fractional quarter, thence North 62 rods, thence East 18 rods, thence South to the South line of said fractional quarter, thence West to the place of beginning, the said tract hereby conveyed, containing fifty-two (52) acres more or less to secure the payment of \$40.00 due as follows:

- \$20.00 on the first day of Sept. 1909
- \$20.00 on the first day of March 1910

This mortgage is subject and second to a mortgage to Pioneer Mortgage Company to secure the payment of \$800.00 The said mortgagee or assigns may pay any sum or sums of principal or interest due and unpaid on said prior mortgage, and on such payment shall be subrogated to the rights of the prior mortgagee, or may pay the taxes on said land, and the amount so paid, for principal or interest or taxes, together with interest thereon at ten per cent per annum, shall be a lien on said premises and be secured by this mortgage. If default shall occur in the payment of any sum or sums hereby secured or the payment of any portion of the principal or interest on said prior mortgage, or in payment of the taxes on said premises when due, then the whole amount hereby secured shall immediately become due and payable and this mortgage may then be foreclosed.

Recorded April 2nd 1909
*(The following is endorsed on the original instrument)
 It cannot possibly be this mortgage for Geo. L. Claar
 in full of the same is hereby cancelled this 20th day of
 January 1914. The Pioneer Mortgage Company
 By Wm. M. Collier
 Secy & Treas.
 (Copied)*