

*The following is endorsed on the original instrument  
The amount secured by this mortgage has been paid in full, and  
the same is hereby canceled, this 21st day of December, 1921.  
The Merriam Mortgage Company  
By C. Woodward  
Secy.*

Recorded Dec. 30<sup>th</sup> 1921 -  
G. M. D. Phillips  
Register of Deeds

This Indenture, Made this 16th day of June in the year of our Lord nineteen hundred and sixteen by and between Jane Fitzpatrick, a widow, and G. K. Fitzpatrick and Margaret Fitzpatrick, husband and wife, of the County of Douglas and State of Kansas, party of the first part, and the Merriam Mortgage Company, party of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Sixty Five Hundred Dollars, to her in hand paid, the receipt whereof is hereby acknowledged, does by these presents Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to wit:

An undivided eleven-fourteenth interest in The Northwest Quarter of Section Twenty-one (21); the Southwest Quarter of Section Twenty-one (21); The South east Quarter of Section Twenty-one (21); except One (1) acre, used for school site; and the South west Quarter of Section Twenty-two (22); all in Township Twelve (12), Range Eighteen (18), East of the Sixth Principal Meridian.

To Have and To Hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of Homestead exemption unto the said party of the second part, and to its successors and assigns, forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances and that she will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always, and these presents are upon the following agreements, covenants and conditions, to wit:

First. That the party of the first part is justly indebted to the party of the second part in the sum of Sixty Five Hundred Dollars, according to the terms of one certain mortgage note of even date herewith, executed by said party of the first part, in consideration of the actual loan of the said sum, and payable on the first day of July 1923, to the order of the said party of the second part with interest thereon at the rate of Six per cent per annum, payable semi-annually, on the first days of January and July in each year, according to the terms of interest notes thereunto attached both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at Liberty National Bank, New York, N. Y., or at such other place as the legal holder of the principal note may in writing designate, and all of said notes bearing ten per cent. interest after maturity.

Second. That the party of the first part agrees to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of Eight Thousand Dollars, in insurance companies acceptable to the party of the second part, with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgage clauses, all policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said party of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in re-building.

Third. That the party of the second part may make any payment necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this mortgage, and may be recovered, with interest at ten per cent, in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

Fourth. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by a receiver or otherwise, as it may elect.

Fifth. That the party of the first part hereby agrees to pay all taxes and assessments, general or special, excepting only the Federal Income Tax, which may be assessed in the state of Kansas upon the said land, premises or property, or upon the interest of the party of the second part, therein, and while this Mortgage is held by a Non-resident of the State of Kansas upon this mortgage or the debt secured hereby; without regard to any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof, upon the party of the second part, and that upon violation of the undertaking or the passage by the State of Kansas of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon the party of the second part, or upon the rendering by any Court of competent jurisdiction of a decision that the undertaking by the party of the first part as herein provided, to pay any taxes or assessments is legally inoperative, then, and in any such event, the debt hereby secured without deduction, shall at the option of the party of the second part, immediately become due and collectible, notwithstanding anything contained in this mortgage or any law hereafter enacted. The party of the first part further agrees not to suffer or permit all or any part of the taxes or assessments to become or remain delinquent nor to permit the said property or any part thereof, or any interest therein, to be sold for taxes, and further agrees to furnish annually to the party of the second part, on or before the tenth day of July the certificate of the proper authority, showing full payment all such taxes and assessments.

Sixth. That the parties hereto further agree that all the covenants and agreements