

The following instrument on the original
The Company secured by this note of
has been paid in full, and the same is
now canceled this 27th day of January
1920.

Recorded March 6th 1920
by J. C. Slagle
at the Saline County Register of Deeds

Section One (1); thence South Twenty (20) rods to said Southeast corner; thence West along the South side of said land to the Right of Way of the Union Pacific Railroad; thence along the North line of said Right of Way to the place of beginning. All of said land being in Township Twelve (12), South of Range Nineteen (19), East of the Sixth (6th) principal Meridian and containing in all One hundred Thirty-seven and One half ($137\frac{1}{2}$) acres, more or less, except the Right of Way of the Union Pacific Railroad.

To secure the payment of \$650.00, due as follows: \$187.00 on the first day of December 1917, \$187.00 on the first day of December 1918, \$186.00 on the first day of December 1919,

This mortgage is subject and second to a mortgage to The Farm Mortgage Company to secure the payment of \$8,000.00.

The said mortgagee or assigns may pay any sum or sums of principal or interest due or unpaid on said prior mortgage, and on such payments 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 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.

WITNESS OUR HANDS, This 11th day of November, 1916.

Della Sampson

State of Missouri, Jackson County, SS.

BE IT REMEMBERED, That on this 13th day of November, 1916, before me, a Notary Public in and for said County and State, came Della Sampson, a single woman, to me personally known to be the same person described in and who executed the foregoing mortgage, and duly acknowledged the execution of the same as her voluntary act.

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

My commission expires June 22nd, 1920 (SEAL) Grace A. Ireland, Notary Public

Recorded Nov., 16th., A.D. 1916, at 9:31 o'clock A.M.

Hoyt L. Lawrence
Register of Deeds,
Geo. G. Nagel
Deputy.

THIS AGREEMENT, Made this sixteenth day of October A.D. 1916 between Joseph Pizinger and Anna Pizinger husband and wife of the County of Douglas, State of Kansas parties of the first part and THE FITZPATRICK MORTGAGE COMPANY, of the County of Saline and State of Kansas, party of the second part.

WITNESSETH, That the parties of the first part, in consideration of the sum of Six Hundred Fifty Dollars, paid by the second party, the receipt of which is hereby acknowledged, have granted and conveyed and by these presents do grant, mortgage and convey unto the second party, its successors and assigns forever, all the following described real estate, situated in the County of Douglas State of Kansas, to-wit:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10) and East half (E_1) of Eleven (11) Elm Street, Lots One (1), Three (3), Five (5), Seven (7), and Nine (9), Fremont Street, Lots Two (2), Four (4), Six (6), Eight (8) Ten (10) and East half (E_2) of Twelve (12) Dearborn Street, Baldwin, Kansas.

TO HAVE AND TO HOLD THE SAME, with all its appurtenances unto the second party, its successors and assigns forever; and the first parties do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above described, and seized of a good and indefeasible estate of inheritance therein, free from all liens and incumbrances, and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, And this instrument is executed and delivered upon the following conditions, to-wit:

The parties of the first part are justly indebted to the second party in the principal sum of \$650.00 evidenced by one promissory note and _____ coupons attached, bearing even date herewith, payable to said party or the second part, or order, at its office in Salina, Kansas, with interest as therein specified, which indebtedness and interest the first parties agree to pay; and if the parties of the first part shall make such payments and otherwise perform all the conditions of this mortgage, the same shall be void.

But if said sum of money, or any part thereof, or any interest thereon, is not paid when due and payable, or if any taxes or assessments which are, or may be, assessed or levied against said property, or any charges for insurance, or the sum of money herein provided for, are not paid when the same are due and payable, or in case any of the agreements herein contained are violated, then, in either of such cases, the said principal note with interest thereon, and all other sums herein provided to be paid shall, and by this instrument do, at the option of the party of the second part or its assigns, to be at any time thereafter exercised without notice to the first parties, immediately become due and payable. And the legal holder of this mortgage may, elect to pay all such taxes, and assessments, and may, procure and maintain the insurance herein provided for, and pay all charges therefor, and may, pay all sums which may be necessary to protect the title and possession of said premises so that this mortgage shall be a first lien thereon, and charge the moneys so paid against the first parties, and the amounts so charged, together with interest thereon at the rate of ten per centum per annum from date of advancement, shall be an additional lien upon said premises.

Recorded Nov. 10, 1920
by J. C. Slagle
at the Saline County Register of Deeds