

MORTGAGE RECORD NO. 60

The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
As witness my hand this 30th day of December A.D. 1922
James J. Northrup
Notary Public

Recorded Jan 8 1923
J. C. McMillen
Register of Deeds

This Indenture, Made this twentieth day of December in the year of our Lord 1922 between W. H. Clauson and J. H. A. Clauson, husband and wife of Laurance in the County of Douglas and State of Kansas, of the first part, and The Farmers State Savings Bank of Lawrence, Kansas of the second part:

WITNESSETH That the said part first of the first part, in consideration of the sum of Eight Hundred Seventy Three and 48/100 (\$73.48) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said part second of the second part to possess heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to wit:
All of Lot No. Eleven (11) in Block No. Twenty Three (23) of
Lincoln's Addition to the City of Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said part first of the first part therein. And the said W. H. Clauson and J. H. A. Clauson, husband and wife do hereby covenant and agree that at the delivery hereof they are the lawful owner and of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Eight Hundred Seventy Three and 48/100 Dollars according to the terms of one certain note this day executed and delivered by the said W. H. Clauson and J. H. A. Clauson, husband and wife to the said part second of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part second of the second part, as executor, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the part first making such sale, on demand, to said W. H. Clauson and J. H. A. Clauson, husband and wife and their heirs and assigns.

IN WITNESS WHEREOF, The said part first of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of W. H. Clauson (SEAL)
J. H. A. Clauson (SEAL)

STATE OF Kansas }
Douglas County } ss.

BE IT REMEMBERED, That on this 31 day of December A. D. 1922, before me, J. C. McMillen a Notary Public in and for said County and State, came W. H. Clauson and J. H. A. Clauson

(L. S.) to me personally known to be the same person and who executed the foregoing instrument and duly acknowledged execution of the same.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires Oct 18 1924 J. C. McMillen Notary Public.

Filed for Record the 4 day of Jan A. D. 1923 at 2:30 o'clock P. M.
Epitelle Northrup Register of Deeds
Deputy.