

MORTGAGE RECORD NO. 60

This Indenture, Made this 16th day of May in the year of our Lord nineteen hundred twenty two between William Keller and Nannie Keller, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Citizens State Bank, Lawrence, Kansas of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Fifteen Hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do, grant, bargain, sell and mortgage to the said party of the second part, its successors 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 number Five (Five) Block number Twenty one (21) Lincoln Addition to the City of Lawrence, Douglas County, Kansas, located at 915 Miami Street with all improvements thereon as hereinafter set out on file in the Register of Deeds office of said County and State.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said William Keller and Nannie Keller, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, such as are

This Grant is intended as a Mortgage to secure the payment of the sum of Fifteen hundred and no/100 Dollars according to the terms of one certain note this day executed and delivered by the said William Keller and Nannie Keller, his wife to the said party of the second part due and payable three years after date with interest at the rate of seven (7) percent per annum interest payable semi-annually 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 party of the second part, its successors executors, 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 sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to said William Keller and Nannie Keller, his wife their heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

William Keller (SEAL)
Mrs. Nannie Keller (SEAL)

STATE OF Kansas

Douglas County ss.

BE IT REMEMBERED, That on this 8th day of May 1922 A. D. 1922, before me, A. S. McClaskey a Notary Public in and for said County and State, came William Keller and Nannie Keller, his wife to me personally known to be the same person 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 April 20 1925 A. S. McClaskey Notary Public.

Filed for Record the 16 day of May A. D. 1922 at 10:25 o'clock A.M.
Estlin Northrup, Public Register of Deeds
James B. Johnson Deputy.

The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the law thereby created is charged.

As witness my hand this 17th day of August A. D. 1923
Wm. B. Johnson
Notary Public

(Seal)

Recorded August 15th 1923
A. S. McClaskey
Notary of Deeds