

MORTGAGE RECORD NO. 60

The following is endorsed on the original instrument released and the first part of the mortgage is hereby released and the first part of the mortgage is hereby released.

Recorded 31 March 1926

Wm. G. Williams
J. W. Williams

For Assignment Sec. Book 67 Page 69

This Indenture, Made this 23rd day of August in the year of our Lord nineteen hundred and twenty three, between William Keller and Nannie Keller his wife of Lawrence, Kansas, 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 part... of the first part, in consideration of the sum of Five 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 part... of the second part, their 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:

Lot number Thirteen (13) in Block number Twenty two (22) of Subclass Addition to the City of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part... 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 owner of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of Five hundred and no/100 Dollars according to the terms of one certain note delivered by the said William Keller and Nannie Keller his wife to the said part... of the second part due three years after date, interest payable semi-annually at the rate of 6% per annum.

and this conveyances 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... of the second part, their 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 overplus, if any there be, shall be paid by the part... making such sale, on demand, to said William Keller and Nannie Keller, his wife, heirs and assigns.

IN WITNESS WHEREOF, The said part... 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) Nannie Keller (SEAL)

STATE OF Kansas } ss. Douglas County }

BE IT REMEMBERED, That on this 23rd day of August A. D. 1923, before me, A. J. McClanahan a Notary Public in and for said County and State, came L. S. 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. J. McClanahan Notary Public

Filed for Record the 24th day of Aug. A. D. 1923 at 8:25 o'clock A. M. W. G. Williams Register of Deeds

of our Lord... the County of... second part: sum of... DOLLARS, grant, bargain, parcel of land... above granted, range for... April 27... the second part... shall become due assigns, at any arising from such us, if any there... and seal... (SEAL) (SEAL) (SEAL) 3, before me, and State came... ly known to be name. ne day and year... Public... M. Register of Deeds... Deputy.