260 MORTGAGE RECORD NO. 63 This Judenture, Made this twentieth, day of December in the year of our Lord mineteen hungred stiventy three, between W. M. Colqueren and J. H. a. Clauver hluband y wrife of Saweere in the County of Douglas and State of Kansas, of the first part, and the Matkins Mational Bank of Saweere Kansas of the first part, in consideration of the second part: Jourteen Hundred. Fourteen Hundred to them ______duly paid, the receipt of which is hereby acknowledged, ha ______sold, and by these presents do ______grant, bargain, sold, and by these presents do grant, bargain, sell and mortgage to the said part y of the second part it's successors his 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: <u>Cull of Lot Mo. Cleven (II) in Black Mo. Twenty</u> Three (23) of Directairs. Addition to the City of Lawrence, Hausas. with all the appurtenances, and all the estate, title and interest of the said part iew of the first part therein. And the said ... 1. M. Clawson and J. H. a. Clawson, husband and 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 ... This Grant is intended as a Mortgage to secure the payment of the sum of Fourteen Hundred Dollars Fourteen Hundred Vollars 873.48 according to the terms of two certain notes 526.52 this day executed and delivered by the said Will Clauser & g) H a Clausen husband y wife to the said part is 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 payments 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 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 4 making such sale, on demand, to said heirs and assigns. W.W. Clauson " 49. Ha. Clauson husband and wife their IN WITNESS WHEREOF, The said partice of the first part have hereunto set their hands and seale the day and year first above written. W. M. Clawson (SEAL) J. H. a. Clawson (SEAL) Signed, Sealed and Delivered in the presence of(SEAL) STATE OF Tausac State OF Tausac Security Ss. BE IT REMEMBERED, That on this 29 day of December A. D. 1921, before me, J. C. Stevenson and J. H. G. Clausson W. W. Clausson and J. H. G. Clausson to me personally known to be = created disch Dec 21.1928 herein discribed the same person......who executed the foregoing instrument and duly acknowledged execution of the same. on thereby 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. Stevenson Notary Public. Filed for Record the S. day of Jagu. A. D. 1924, at 500 o'clock G. M. S Sau E-Wellmand. - Register of Deeds referent and the -1010 Deputy