

MORTGAGE RECORD NO. 63

SAML DODD WORTH STATIONERY CO KANSAS CITY MO 64101

This Indenture, Made this first day of December in the year of our Lord
nineteen hundred twenty three, between W. W. Kluss and
Rosetta Kluss, husband and wife of Lawrence 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 parties of the first part, in consideration of the sum of
Two Thousand and no/100 (\$2000.00) 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 parties of the second part, 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 the South half of Lot Eleven (11) and
all of Lot Twelve (12) in Block Fourteen (14)
Land Place Addition to the City of Lawrence
in Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
W. W. Kluss and Rosetta Kluss, 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
Two Thousand and no/100 Dollars
 according to the terms of one certain Promissory note and six interest coupon notes
 and delivered by the said W. W. Kluss and Rosetta Kluss, husband and wife to the said party 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
 whole amount shall become due and payable, and it shall be lawful for the said party of the second part, its 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 parties making such sale, on demand, to said

W. W. Kluss and Rosetta Kluss, 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

W. W. Kluss (SEAL)
Rosetta Kluss (SEAL)

STATE OF Kansas }
Douglas County } ss.

BE IT REMEMBERED, That on this first day of December A. D. 1923, before me,
L. S. D. C. Stevenson a Notary Public in and for said County and State, came
W. W. Kluss and Rosetta Kluss husband and 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 Oct. 18 1924 L. C. Stevenson Notary Public.

Filed for Record the 19th day of February A. D. 1924, at 10 o'clock A. M.
Paul C. Williams Register of Deeds
Deputy.

FORM 2

The following is endorsed on the original instrument.

For Assignment see Book 65 Page 130.
 In Extension see Book 63 page 422.

The following is endorsed on the original instrument.
 The note herein described having been paid in full, this mortgage is hereby