

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands.

Charles H. Eberhart  
Mary M. Eberhart.

STATE OF KANSAS, )  
 ) SS.  
Shawnee County )

Before me, the undersigned, a Notary Public in and for said County and State, on this 21st day of February 1923, personally appeared Charles H. Eberhart and Mary M. Eberhart, his wife to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year  
above set forth.

My commission expires April 26, 1926

L. S.

H. M. Harris

Notary Public.

Recorded March. 7. 1923

At 8:55 o'clock P. M.

Notary Public.  
*Joe E. McElman*  
 Register of Deeds.  
*Joe McElman*  
 Deputy.

## MORTGAGE

THIS INDENTURE, MADE this 8th day of February, in the year of our Lord One Thousand nine Hundred Twenty Three, by and between Irwin B. Kraft and Rose Kraft, his wife of the County of Shawnee and State of Kansas, part of the first part, and THE CAPITOL BUILDING AND LOAN ASSOCIATION (Incorporated under the laws of Kansas), located at Topeka, Kansas, party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Four Thousand DOLLARS, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have Granted, Bargained and Sold, and by these presents do Grant, Bargain, Sell, Convey and Confirm, unto the said party of the second part, and to its successors and assigns, forever, all of the following-described tract, piece, or parcel of land, lying and situate in County of Douglas and State of Kansas, to wit: Kansas The East 1/2 of the Southwest 1/4 of Section 1, and the Southwest 1/4 of the Southeast 1/4 of section 1, all in Township 12, Range 17, East:

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree, that at the delivery hereof parties of the first part and lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, and that they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, ALWAYS, And this instrument is made, executed and delivered upon the following conditions to wit:

First. Said parties of the first part justly indebted unto the said party of the second part in the principal sum of Four Thousand Dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said parties of the first part and payable according to the tenor and effect of one certain First Mortgage Real Estate Note numbered RC 114, executed and delivered by the said parties of the first part, bearing date February 8, 1923 and payable to the order of the said THE CAPITOL BUILDING AND LOAN ASSOCIATION five years After date, at the office of said Association, in Topeka Kansas, with interest thereon from date until maturity at the rate of 6½ per cent per annum, payable semi-annually on the 8th days of August and February in each year, and 10 per cent per annum after maturity.

Second. Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party for the second part or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage and collected in the same manner as the principal debt hereby secured, with interest thereon

For Release)  
See Page 46.