

of said James D. Martin and that all his debts have been paid in full, That said Ella Martin subsequently married one James Berry and further affaith says not.

William E. Martin

Subscribed and sworn to, before me, a Notary public of Douglas County Kansas this 12th day of April 1923.

L.S.

John C. Emick

Notary Public.

My commission expires January 13 1924.

Recorded May 9th. 1923.

At 1:50 o'clock P.M.

John E. McElman
Register of Deeds.

M O R T G A G E

THIS INDENTURE Made this 1st day of May in the year of our Lord nineteen hundred and twenty three by and between E.T. Arnold and Maud M Arnold husband and wife of the County of Douglas and State of Kansas parties of the first part and The Central Trust Company party of the second part.

WITNESSETH, That the said parties of the first part in consideration of the sum of Seventy Five Hundred Dollars to them in hand paid the receipt whereof is hereby acknowledged do by these presents Grant Bargain sell and convey unto the said party of the second part its successors and assigns all the following described real estate situated in the County of Douglas and state of Kansas to-wit:

The South Nine (9) inches of Lot Numbered Three (3) and all of lot Numbered Five (5) on Massachusetts Avenue in the city of Lawrence.

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 that 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 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 these presents are upon the following agreements covenants and conditions to-wit:

FIRST That the parties of the first part are justly indebted to the party of the second part in the sum of Seventy Five hundred Dollars according to the terms of one certain mortgage note of even date herewith executed by said parties of the first part in consideration of the actual loan of the said sum and payable on the first day of May 1923 to the order of the said party of the second part with interest thereon at the rate of 6 per cent per annum payable semi-annually on the first days of May and November in each year according to the terms of interest notes thereunto attached both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States, at National Bank of Commerce New York N.Y., or at such other place as the legal holder of the principal note may in writing designate and all of said notes bearing ten per cent interest after maturity.

The following is endorsed on the original instrument:
This note secured by this mortgage has been paid in full and the mortgage is hereby cancelled this 1st day of May A.D. 1923.

Recorded May 9 - 1923

John E. McElman
Register of Deeds

By Robert Lloyd Campbell
Attorney