

My commission expires June 24-1926

L. S.

C. R. HOSFORD,

Notary public.

Recorded June 16th 1923

At. 2:35 o'clock P. M.

Isa E. Wellman
Register of Deeds.

Isa Wellman
Deputy.

M O R T G A G E.

THIS INDENTURE, Made this 6th day of June in the year of our Lord nineteen hundred and Twenty three by and between G. A. Graeber and Pearl Graeber, husband and wife Laura Graeber, a single woman. 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 TWELVE THOUSAND 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 of the following described real estate, situated in the County of Douglas and State of Kansas, to wit: The North Fifty (50) feet of Lot Numbered Two (2) in Babcock's Addition and the South Half and the East Twenty-three and One-half (23- $\frac{1}{2}$) feet of the North half of Lot Numbered Forty-six (46) on Massachusetts Street, 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 incumbrances, 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 TWELVE THOUSAND 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 July, 1923, to the order of the said party of the second part with interest thereon at the rate of 5 $\frac{1}{2}$ per cent per annum, payable semi-annually, on the first days of January and July 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 of America, 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 contained on original indenture:
The amount secured by this mortgage is hereby certified to be correct by the Register of Deeds, Lawrence, Kas.
By *Isa E. Wellman*
Deputy.*

Recorded August 13th 1923
Isa E. Wellman
Deputy.