

MORTGAGE

From J.W. Smith et al
 To Central Trust Co.
 STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 27
 day of December A. D. 1924,
 at 12⁵ P M.
Joseph E. Williams
 Register of Deeds.
 By _____ Deputy.

This Indenture, Made this 23rd day of December
 in the year of our Lord nineteen hundred and twenty four
 by and between J.W. Smith and Miranda Smith 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
----- Sixty-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 of the following described real estate, situated
 in the County of Douglas and State of Kansas, to wit:
Lots Numbered Four (4) Five (5) and
Six (6) in Block Numbered One (1) in
University Place, an addition to the City of Lawrence, Kansas.

To Have and to Hold the same, with all and singular the hereditaments and appurtenances therunto 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
---Sixty-five hundred--- DOLLARS,

according to the terms of Five certain mortgage notes 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 as follows:

\$325.00 due January 1, 1926; \$325.00 due January 1, 1927; \$325.00 due January 1, 1928;
\$325.00 due January 1, 1929; \$5200.00 due January 1, 1930;

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 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 notes may in writing designate, and all
 of said notes bearing ten per cent interest after maturity.

SECOND. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in
 as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may

This Assignment, Jan. 26, 1925, Book 67, Page 6