

## MORTGAGE

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
 This instrument was filed for record on the 25  
 day of February A. D. 1925,  
 at 2:40 P. M.  
John E. Wellman  
 Register of Deeds.  
 By \_\_\_\_\_ Deputy.

**This Indenture**, Made this 25th day of February  
 in the year of our Lord nineteen hundred and twenty five  
 by and between Merritt Clough and Viola A. Clough 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  
TWENTY 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:

Commencing at the Northeast corner of Park Lot Numbered Seventeen (17) City of Lawrence,  
thence running South Fifty-three (53) feet; thence running West One Hundred Thirty-three  
(133) feet; thence running North Fifty-three (53) feet; thence running East One Hundred  
Thirty three (133) feet to the place of beginning, being parts of Park Lots Numbered  
Seventeen (17) Nineteen (19) and Twenty-one (21) in the City of Lawrence, Kansas.

**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

TWENTY THOUSAND DOLLARS,

according to the terms of ten certain mortgage note 8 of even date herewith, executed by said parties of the

first part, in consideration of the actual loan of the said sum, and payable as follows: 19  
\$1000, due March 1, 1926; \$1000, due March 1, 1927; \$1000, due March 1, 1928; \$1000, due March 1, 1929;  
\$1000, due March 1, 1930; \$1000, due March 1, 1931; \$1000, due March 1, 1932; \$1000, due March 1, 1933;  
\$1000, due March 1, 1934; \$1000, due March 1, 1935.

to the order of the said party of the second part with interest thereon at the rate of 5 per cent per annum,

payable semi-annually, on the first days of March and September  
 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 8 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

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