

## MORTGAGE

Page No. 618  
Fee Paid \$5.00

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 15

day of June A. D. 19 25

at 9:25 A. M.

From David M. Horkmans et al.

To Central Trust co.

By

Jas E. Wellman

Register of Deeds.

Deputy.

This Indenture,

Made this 10th

day of June

in the year of our Lord nineteen hundred and twenty five

by and between David M. Horkmans and Gertrude Horkmans, 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

Ten 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 south twelve and one half (12½) feet of lot numbered one

hundred sixty five (165) and all of lot numbered one hundred sixty seven

(167) on Tennessee Street, 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

Ten Thousand

DOLLARS,

according to the terms of ten 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 as follows: \$9.

\$500, due Dec. 1, 1925, \$500, due June 1, 1926; \$500, due Dec. 1, 1926

\$500, due June 1, 1927; \$500, due Dec. 1, 1927; \$500, due June 1, 1928

\$500, due Dec. 1, 1928; \$500, due June 1, 1929; \$500, due Dec. 1, 1929; \$500, due June 1, 1930, to the order of the said party of the second part with interest thereon at the rate of 8 per cent per annum,

payable semi-annually, on the first days of June and December 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.

**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

For Assignment See Book 67 Page 166.