

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 6<sup>th</sup> day of February in the year of our Lord, 1903, between J. W. Combrist and Christiana Combrist his wife of Eudora in the County of Douglas and State of Kansas, of the first part, and Lily F. McCrea of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Five Hundred Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part her heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to wit: Lots numbers Eleven (11) Twelve (12) Thirteen (13) Fourteen (14) and Fifteen (15) in Block number Two Hundred and Seventeen (217). Also Lots numbers Nine (9) and Ten (10) in Block Two Hundred and Thirty Eight (238) all in the city of Eudora according to the plat of said city.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. W. Combrist & Christiana Combrist do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and inalienable estate of inheritance therein, free and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said J. W. Combrist & Christiana Combrist to the said party of the second part Lily F. McCrea payable two years from date hereof with interest at the rate of six per cent per annum from date until paid. Interest payable semi-annual.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part her executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the party of making such sale, on demand, to said J. W. Combrist & Christiana Combrist their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written. Signed, Sealed and Delivered in Presence of J. W. Combrist [SEAL] Christiana Combrist [SEAL]

STATE OF KANSAS, County of Douglas, ss. BE IT REMEMBERED, That on this 6<sup>th</sup> day of February A. D. 1903, before me G. F. Richards a Notary Public in and for said County and State, came J. W. Combrist & Christiana Combrist his wife to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written. My Commission Expires April 4 - 1906 G. F. Richards Notary Public. Filed for Record the 7<sup>th</sup> day of February A. D. 1903, at 11<sup>05</sup> o'clock A. M. A. W. Armstrong Register of Deeds. Deputy.

The following is enclosed on the original instrument. The state herein divider having been paid in full, this mortgage is hereby released and the party hereby created discharged. 100 with as my charge this 7<sup>th</sup> February A.D. 1905. Lily F. McCrea. Lavinia T. Maxwell.

Recorded Feb 11<sup>th</sup> 1906. A. W. Armstrong Register of Deeds.