

## MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

The following is endorsed on the original instrument:  
 The same being described having been paid in full by the mortgagor and the  
 lien thereby created discharged. As witness my hand this 7th day of February, A. D. 1909.

Recorded Feb 7 1909

Notary Public

Charles W. Richards

This Indenture, Made this 28 day of January in the year of our Lord twentieth  
hundred and nine between Christina Combest and J. W.  
Combest her husband of Eudora in the County of  
Douglas and State of Kansas, of the first part, and  
Caroline Freund of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Six Hundred and Fifty 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 part 4 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:

Lot number Eleven (11) Twelve (12) Thirteen (13)  
Fourteen (14) and Fifteen (15) in Block number  
Two Hundred and Seventeen (217) in the city of Eudora.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
Christina Combest & J. W. Combest do hereby covenant and agree that  
 at the delivery hereof they are the lawful owner of the premises, above granted, and seized of a good and indefeasible  
 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  
Six Hundred & Fifty Dollars  
 according to the terms of one certain promissory note this day executed  
 and delivered by the said Christina Combest & J. W. Combest to the said part 4 of the second part  
payable five years from date hereof. Interest 6% per annum from date payable annually

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 part 4 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 costs and charges of making such sales, and the  
 overplus, if any there be, shall be paid by the part 4 making such sale, on demand, to said parties of the first part, their  
 heirs and assigns.

IN WITNESS WHEREOF, The said part 2 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

Christina Combest. [SEAL]

J. W. Combest. [SEAL]

[SEAL]

## STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 28 day of January A. D. 1909, before me,C. F. Richards a Notary Public in and for said County and State, cameChristina Combest and J. W. Combest her husbandto 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 10 - 1910C. F. Richards Notary Public.Filed for Record the 30 day of Jan A. D. 1909, at 10 o'clock A. M.Joseph Lawrence Register of Deeds.  
 Deputy.

The following is indorsed on the original instrument:  
 The same being described having been paid in full by the mortgagor and the  
 lien thereby created discharged. As witness my hand this 11th day of December, A. D. 1909.