

MORTGAGE RECORD No. 49.

199

MORTGAGE STANDARD FORM. Gazette Co. Printers, Binders and Plate Block Makers, Lawrence, Kan.

One
in the County of

of the second part:
consideration of the sum of
DOLLARS,
bargain, sell and mortgage
in the County of Douglas,

een (13)
even (157)
action
starting at
ion-line
to the
not lying

said
covenant and agree that
a good and indefeasible

the payment of the sum of

of the second part
interest at
1911
August 19th,

ent, or any part thereof,
ce, and the whole amount
ministrators and assigns, at
of all the moneys arising
making such sales, and the
t part or his
day and year first above

[SEAL]
[SEAL]
[SEAL]

before me,
County and State, came
ly known to be the same
ame.
official seal on the day and
Z.
Notary Public,
A.-M.

Register of Deeds
well Deputy

The note herein described having been paid in full, this mortgage is hereby released and the same may be cancelled. At witness my hand this 15th day of June, A.D. 1911.

Recorded Oct 8 1913
Notary Public
for Douglas County, Kansas
Page 378

This Indenture, made this 16th day of June in the year of our Lord Nineteen
hundred and eleven, between Riley Combest and Sarah Combest
his wife of Douglas in the County of
and State of Kansas, of the first part, and
A. H. Vogl of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Eighteen Hundred (\$1800.00) 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 his 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 One (1) to Twenty (20) inclusive in Block Seventy-
three (73) in the City of Andover, Kansas, as designated by
the plat of said City, on record in Douglas County, Kansas,

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
Parties of the first part 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 indefeasible
estate of inheritance therein, free and clear of all incumbrances except a first mortgage of \$500.00
in favor of E. A. Hall, of Andover, Kansas.

This Grant is intended as a Mortgage to secure the payment of the sum of
Eighteen hundred dollars
according to the terms of three certain notes this day executed
and delivered by the said Riley Combest, Sarah Combest, his wife to the said party of the second part

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, his 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 making such sale, on demand, to said Parties of the first part, their
heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above
written.

Signed, Sealed and Delivered in presence of

Riley Combest [SEAL]
Sarah Combest [SEAL]
[SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 16th day of June A. D. 1911, before me,

Riley Combest and Sarah Combest, his wife
a Notary Public in and for said County and State, came
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 Sept 25th 1914

Geo. H. Lathrop
Notary Public.

Filed for Record the 23 day of August A. D. 1911, at 9⁰⁰ o'clock A. M.

Wm. L. Lawrence Register of Deeds.
R. M. M. Amell Deputy.