

MORTGAGE RECORD—59.

THE FOLLOWING IS ENDORSED ON THE ORIGINAL INSTRUMENT:
 \$1000.00
 Received of J. H. Combest and Effie E. Combest, his wife, the sum of One Thousand and 00/100 Dollars, in full satisfaction of the within Mortgage.
 J. H. Combest and Effie E. Combest, his wife

Recorded April 1, 1925
 J. H. Combest and Effie E. Combest, his wife
 Register of Deeds

This Indenture, Made this 14th day of September A. D. 1922 between J. H. Combest and Effie E. Combest, his wife,

of Douglas County, in the State of Kansas of the first part, and John Moody Douglas County, in the State of Kansas of the second part;

Witnesseth, That said part 1st of the first part, in consideration of the sum of One Thousand and 00/100 DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2d of the second part, his

heirs and assigns, all the following described REAL ESTATE, situated in the County of Douglas and State of Kansas, to wit: Beginning at a point where the center of the County road intersects the North line of the South West Quarter of Section Five (5), Township Thirtieth (30), Range Twenty One (21), Thence running West 550 feet; thence North to a point 15 feet South of the center of a ravine; thence in a South easterly direction 556 feet more or less, to a point 290 feet North of the South East Corner of the North East Quarter of the South West Quarter of said Section Number Five; thence South 66 feet to a place of beginning. Also all that tract of land beginning at the North and 16 Rods West in the South West Quarter of Section Five, Township Thirtieth, Range Twenty One, where the West line of the City limits running North and South intersects the center of the hedge fence, now on the North side of Block No. 72 City of Eudora, thence West 20 Rods; thence North 74 Rods to the center of Ravine, thence in a westerly direction along the center of said ravine to a point due north of the starting point; thence South 6 rods to place of beginning. Also a piece or parcel of land beginning at a point 290 feet North of the South East corner of the North East Quarter of the South West Quarter of Section Number Five, Township Thirtieth, Range Number Twenty One, thence in a Northwesterly direction 556 feet, thence North 15 feet, thence East along the ravine to the Half Section line, thence South to place of beginning, the same being a road way 15 feet wide along said ravine.

Also Lots Number Five (5), Six (6), Seven (7), Eight (8) and Nine (9) in Block Seventy One (71). Also Lots Number Six (6), Seven (7), Eight (8), Nine (9) and Ten (10) in Block Ninety Eight (98) all in the City of Eudora. The above property situated in Douglas County, Kansas.

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever:

Provided Always, And these presents are upon this express condition, that whereas said said J. H. Combest & Effie E. Combest, his wife, do hereby this day executed and delivered a certain promissory note in writing to said part 2d of the second part, of which the following is a copy:

Four years after date or on either of us promise to pay to the order of John Moody-Ten Hundred and 00/100 Dollars at the New Valley State Bank of Eudora, with seven per cent interest from date until maturity, and ten per cent per annum, after maturity until paid.

Value Received. Demand, Protest and notice of non-payment of this note is waived by both makers and endorsers hereby.

J. H. Combest L.S.
 Effie E. Combest L.S.

Now, If said part 1st of the first part shall pay or cause to be paid to said part 2d of the second part, his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable; then the whole of said sum and sums and interest thereon, shall, and by these presents, become due and payable and said part 2d of the second part shall be entitled to the possession of said premises.

In Witness Whereof, The said part 1st of the first part do hereby hereunto set their hand the day and year first above written.

Executed in the presence of

J. H. Combest
 Effie E. Combest

STATE OF KANSAS,
 Douglas County, ss.

Be it Remembered, That on this 14th day of September A. D. 1922 before me the undersigned J. H. Combest and Effie E. Combest, his wife, who are personally known to me to be the same person as who executed the within instrument of writing, and such person do hereby acknowledge 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 Comm. Expires March 5th 1924 Notary Public.

Recorded Aug 17, 1922
 at 2:55 o'clock P.M.

Estelle Northrup Duffee
 Register of Deeds.

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Recorded March 25, 1926