MORTGAGE RECORD—59.

(THE FOLLOWING IS PRESSED ON THE ORIGINAL INSTRUMENT)
Received of J. W. Combest the within named Mortgagors, the sum of Fourteen Hundred thirty four and 10 Dollars, in full satisfaction of the within Mortgage.
Geo. H. Fothholz

$1434.10

Recorded July 21 1925
Ira E. Wellman
Register of Deeds

This Indenture, Made this 1st day of July A. D. 1924 between J. W. Combest and Effie E. Combest, his wife.

of Douglas County, in the State of Kansas of the first part, and Geo. H. Fothholz

of Douglas County, in the State of Kansas of the second part;

Witnesseth, That said parties of the first part, in consideration of the sum of Fourteen Hundred Thirty Four and 10/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said parties 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 County road intersects the east line of the North East Quarter of the South West Quarter of Section Five (5) Township Thirteen (13) Range Twenty One (21) Thence running West 559 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 240 feet North of the South East Corner of the North East Quarter of the South West Quarter of said Section Number Five. Thence South to place of beginning. Also all that tract of land beginning 7¼ Rods North and 16 rods West in the South West Quarter of Section Five Township Thirteen Range Twenty one Thence the West line of the City limits running North West intersects the center of the Ridge Lence, now on the North side of Block No. 71 City of Eudora; Thence West 20 Rods, Thence North 7½ rods to the center of Ravine. Thence in an easterly 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 240 feet North of the South East corner of the North East Quarter of the South West Quarter of Section Number Five, Township Number Thirteen Range Number Twenty one. Thence in a Northwesterly direction 556 feet Thence North 15 feet Thence East along the Ravine to 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) Nine (9) in Block Seventy One (71) Also Lots Number Five (5) 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 J. W. Combest & Effie E. Combest, his wife, have this day executed and delivered a certain promissory note in writing to said part of the second part, of which the following is a copy:

Eudora Kansas, July 1st 1924

Two Years after date We or Either of us promised to pay to the order of — Geo. H. Fothholz — Fourteen Hundred Thirty Four and 10/100 Dollars at the Kaw 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 hereof.

J. W. Combest L.S.
Effie E. Combest L.S.

This mortgage is subject to a Mortgage of $1000.00 held by John Moody of Eudora, Kansas.

Now, If said parties of the first part shall pay or cause to be paid to said party 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 party of the second part shall be entitled to the possession of said premises.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

Executed in the presence of

J. W. Combest
Effie E. Combest

STATE OF KANSAS, } ss.
Douglas County,

Be It Remembered, That on this day of July A. D. 1924 before me a Notary Public in and for said County and State, came J. W. Combest and Effie E. Combest his wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

L.S.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My Commission Expires Feb. 2/26 1926

Otto A. Durr
Notary Public.

Recorded July 21 1924
At 8¼ A. M.

Ira E. Wellman
Register of Deeds.