

In Return See Book 62 Page 342

MORTGAGE.

This indenture, made this 15th day of August in the year of our Lord nineteen hundred twenty one between R. D. Combs and Flora M. Combs, of... in the County of Cowley and State of Kansas, of the first part, and The First National Bank, a banking corporation of Winfield, Kansas, of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of One Dollar (\$1) and the further covenants, agreements and advancements hereinafter specified to be 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, its successors and assigns, forever, all that tract or parcel of land situated in the County of Douglass and State of Kansas, described as follows; to wit:

The north half (1/2) of the south east quarter (1/4) section Three (3) Township thirteen (13) Range twenty Containing 80 acres more or less. with all the appurtenances, and all the estate, title, and interest of the parties of the first part herein.

And the said R. D. Combs and Flora M. Combs 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 any sum or sums of money which is now owing to said bank, and future advances as well, by the party of the second part, or its assigns, to the parties of the first part herein or either of them, at the date hereof or from time to time, as the parties hereto or either of them may now or hereinafter agree, with interest on said advancements from the date of the advancement until paid; it being the intention of the parties hereto that this mortgage shall secure any advancements made from time to time to the parties of the first part or either of them, by the party of the second part, evidenced, whether by note, check, receipt of book account, and to remain in full force and effect between the parties hereto, or assigns, until all advancements made by virtue hereof are paid in full, with interest; 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 the insurance is not kept up thereon, 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, its successors 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 the principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party asking such sale, on demand to said parties of the first part their heirs and assigns.

In witness whereof, the parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of R. D. Combs, (Seal)
Flora M. Combs, (Seal)

State of Kansas,)
Cowley County,) ss.

Be it remembered, that on this 15th day of August A.D. 1921, before me, the undersigned, a Notary Public, in and for said county and State, came R. D. Combs and Flora M. Combs, his wife, to be personally known to be the same person who executed the foregoing instrument of writing, 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 Nov. 29, 1922. (L.S.) H. A. McGregor,
Notary Public.

Recorded Sept. 26, 1921, 4
At 5:45 o'clock A.M.

Estlin Northrup
Register of Deeds,
Jennie Flora
Deputy.

ASSIGNMENT.

The following is endorsed on the original instrument recorded in Book 50 page 161. Know all men by these presents, that I, Hugh Blair of Lawrence, Douglas County, in the State of Kansas, the within-named mortgagee in consideration of Two hundred and Fifty Dollars to me in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set over and convey unto Pattie Deskins her heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained. To have and to hold the same forever, subject, nevertheless, to the conditions therein named.

In witness whereof, the said mortgagee has hereunto set his hand this 26th day of September 1921.

Executed in the presence of
Jennie East.

Hugh Blair,

This Release was written on the original