

# MORTGAGE RECORD NO. 63

Reg. No. 2843  
 Fee Paid 2.50

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SAML DOGELWORTH STATIONERY CO KANSAS CITY MO 64110

This Indenture, Made this 20th day of August in the year of our Lord 1927, between J. W. Combest and Effie E. Combest his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and L. B. Hausman of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Ten Hundred and no/100 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:

Lot Number Ten (10) less the North Twenty (20) feet in Block One Hundred Forty-Five (145) City of Eudora - County and State aforesaid.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. W. Combest and Effie E. Combest 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Ten Hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party of the second part due 5 years from date bearing 6% interest payable semi-annually.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments 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.

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

Signed, Sealed and Delivered in the presence of

J. W. Combest (SEAL)  
Effie E. Combest (SEAL)

STATE OF Kansas  
Douglas County ss.

BE IT REMEMBERED, That on this 20th day of August A. D. 1927, before me, Adolph Lotz Jr. a Notary Public in and for said County and State, came J. W. Combest and Effie E. Combest, his wife to me personally known to be the same person who executed the foregoing instrument and duly acknowledged 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 January 29th 1931 Adolph Lotz Jr. Notary Public.

Filed for Record the Aug 23 day of August A. D. 1927, at 9:25 o'clock AM L. B. Hausman Register of Deeds.  
 Deputy.

The following is endorsed on the original instrument.

This case herein described having been paid in full, this mortgage is hereby released and the same thereby returned to the mortgagor.

Witness my hand this 30th day of March A. D. 1932

Attest:

L. B. Hausman vs. J. W. Combest and Effie E. Combest

Comest March 31 1932

Effie E. Combest  
Register of Deeds