

## MORTGAGE

FROM  
J. W. Conbest and Effie E. Conbest his wife

TO  
Geo. H. Lothholz,

Reg. Fee  
No. 250  
PL #625

State of Kansas, Douglas County, ss.  
This instrument was filed for record  
on this 1st day of April A. D. 1925, at  
2:10 o'clock P. M.

*Joel E. Hallman*  
Register of Deeds.

THIS INDENTURE, Made this 1st. day of March, A. D. 1925, between J. W. Conbest and Effie E. Conbest his wife, of Douglas County, in the State of Kansas, of the first part, and Geo. H. Lothholz 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 Twenty Five Hundred Fifty and No/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said party of the second part, his heirs and assigns, all the following-described real estate, situated in Douglas County and State of Kansas, to wit: Beginning at a point where the center of the 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 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 250 feet North of the South East Corner of the North East Quarter of said Section Number Five; Thence South to place of beginning. Also all that tract of land beginning 7 3/4 Rods North and 16 Rods West in the South West Quarter of Section Five Township Thirteen, Range Twenty One, where the West line of the City Limits running North and South intersects the center of the Ravine fence, now on the North side of Block No. 72, City of Eudora; Thence West 20 rods; Thence North 7 1/2 Rods to the center of said 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 290 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 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 anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said J. W. Conbest and Effie E. Conbest his wife have this day executed and delivered A. certain promissory note in writing to said party of the second part, of which the following is a copy,

Eudora, Kansas March 1st. 1925.

Five Years after date We or either of us promised to pay to the order of Geo. H. Lothholz Twenty Five Hundred Fifty. And No/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. Conbest L. S.  
Effie E. Conbest L. S.

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, or 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 at the option of the holder hereof, 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.

J. W. Conbest  
Effie E. Conbest

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 1st day of March, A. D. 1925, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came J. W. Conbest and Effie E. Conbest his wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons have duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

L. S.

Otto A. Durr  
Notary Public

Commission expires Feb. 21, 1926.

THE FOLLOWING IS ENCLOSED OF THE ORIGINAL INSTRUMENT  
Received of *J. W. Conbest* the within named Mortgage, the sum of *Twenty Five Hundred Fifty* and *No/100* Dollars, in full satisfaction of the within Mortgage.  
*Geo. H. Lothholz*  
\$ 2500.00  
Received of *J. W. Conbest* the within named Mortgage, the sum of *Twenty Five Hundred Fifty* and *No/100* Dollars, in full satisfaction of the within Mortgage.  
*Geo. H. Lothholz*

Recorded July - 10 - 1925  
L. S. Conbest, Register of Deeds.