

MORTGAGE RECORD 69

KANSAS RECORDING STATEMENT TO KANSAS CITY, MO.

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 16 day of

Riley Combest

TO

16th A. D. 1927, at 2:15 P. M.

Watkins Nat'l. Bank

By

Register of Deeds.
Deputy.

THIS INDENTURE, Made this 16 day of March, in the year of our Lord, one thousand nine hundred and twenty seven between
Riley Combest and Sarah Combest his wife

of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and Watkins National Bank
parties of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of FIFTEEN HUNDRED AND NO/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said parties of the second part, to following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at the northwest corner (NW) of block four (4) in Earl's Addition in the city of Lawrence, thence south (s) along the west line of said block four (4) One hundred forty five (145) feet, thence east to the right of way of the L.L. and G.R.R. Company (now the A.T. & S.F. Ry. Co.) thence northerly along the west line of said right of way to the north line of said Block four (4) thence west one hundred fifty (150) feet to the place of beginning in the city of Lawrence, also begin at a point one hundred forty five (145) south of the northwest corner of block four (4) in Earl's addition to the city of Lawrence, thence south along the west line of said block four (4) five (5) feet, thence east on a line parallel to the north line of said block four (4) to the right-of-way of the L.L. and G.R.R. Co. (now the A.T. & S.F. Ry. co) thence northerly along the west line of said right of way to a point which is one hundred forty five (145) feet due south of the north line of said block four (4) thence west to place of beginning in the city of Lawrence, Kansas.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein.

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners. And the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

and that they will warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the parties of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same become due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the parties of the second part, the loss, if any, made payable to the parties of the second part to the extent of its interest. And in the event that said parties of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the parties of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of FIFTEEN hundred and no/100 DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 16 day of March 19 27, and by its terms made payable to the parties of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said parties of the second part to pay for any insurance or to discharge any taxes with interest therein as herein provided, in the event that said parties of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept insured as herein provided, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said parties of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner provided by law and to cause all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the parties of the second part, making such sale, on demand, to the first parties of the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

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

Riley Combest (SEAL)

Sarah Combest (SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas

BE IT REMEMBERED, That on this 16th day of March A. D. 19 27, before me, a Notary in the aforesaid County and State, came

Riley Combest and Sarah Combest his wife

to me personally known to be the same persons who executed the foregoing instrument 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 on the 18 day of April 1929 Dick Williams Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 16th day of September 1927.

eff. sec

Watkins National Bank
A. T. & S. F. Ry. Co. Mortgagee. Owner.

This Release was written on the original Mortgage entered this 16th day of Sept. 1927. S. B. Williams Reg. of Deeds