

60620 BOOK 113

MORTGAGE

(NO. 52A)

Boyles Legal Blanks - CASH STATIONERY CO., Lawrence, Kansas

**This Indenture,** Made this 1st day of SeptemberA. D. 1956, between Charles H. Thomas and Mona Ruth Thomas, husband and wifeof Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Herbert W. Olmsted and Faye Jones Olmsted, husband and wife

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Two thousand six hundred fifty 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 parties of the second part their 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 no. Eight (8) in Block no. Sixteen (16)  
in Lane Place Addition, an Addition to the City of Lawrence.

with all 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 owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a mtg. to Cap. Fed. Savings & Loan Assn. in the original amount of \$7350.00

This grant is intended as a mortgage to secure the payment of \$2650 Dollars, according to the terms of a certain note this day executed and delivered by the said parties of the first part to the said parties of the second part.

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 parties of the second part their 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 sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to said parties of the first part their heirs and assigns.

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

Signed, Sealed and delivered in presence of

Charles H. Thomas (SEAL)  
Mona Ruth Thomas (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,

Douglas

County,

Be It Remembered, That on this 1st day of September A. D. 1956before me the undersigned, a Notary Publicin and for said County and State, came Charles H. Thomas and Mona Ruth Thomas, husband and wife

to me 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 April 18th 1959Robert P. Harrison Notary Public

RELEASE.

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As Witness my hand this 12th day of August 1963.

ATTEST: Richard J. Holmeister

Faye Jones Olmsted

Herbert W. Olmsted

This release was written on the original mortgage. Entered this 13 day of August 1963

Harold A. Beck  
Recorder of Deeds

Harold A. Beck Recorder of Deeds