

Reg. No. 16,223
Fee Paid \$ 5.00

In Release See Book 132 Page 96

MORTGAGE THIRD 74666 (Pa. 22A) The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas
BOOK 126

This Indenture, Made this 16th day of September
A. D. 1960, between Max Miller Thomas and Nancy Carol Thomas, husband and wife

of Lawrence, in the County of Douglas and State of Kansas, parties
of the first part, and Laura Paulen Howell, a single woman, and Frances Howell Slavens, a
single woman, as joint tenants with right of survivorship and not as tenants in common, parties
of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
TWO THOUSAND AND NO/100 (\$2,000.00) 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 part ies 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 Ninety-two (92) in Breezedale, an addition
to the City of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.
And the said Max Miller Thomas and Nancy Carol Thomas, husband and wife
do hereby covenant and agree that at the delivery hereof that 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 for a first mortgage to Capitol Federal Savings & Loan Association in the
original sum of \$6,400, dated September 24, 1947 and recorded September 30, 1947
in Book 93, page 43 and a second mortgage to Capitol Federal Savings & Loan Association in the
original sum of \$1,600, dated May 1, 1948 and recorded May 5, 1948 in Book 94, page 144-5,
both mortgages recorded in the office of the Register of Deeds, Douglas County, Kansas.
This grant is intended as a mortgage to secure the payment of Two Thousand and no/100 (\$2,000.00)
Dollars, according to the terms of a certain mortgage note of this day executed and delivered by the
said parties of the first part to the
said part ies 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 part ies of the second part themselves executors, administrat-
ors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-
scribed 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 part ies
making such sale, on demand to said parties of the first part,
their heirs and assigns

In Witness Whereof, The said part ies 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

Max Miller Thomas (SEAL)
Nancy Carol Thomas (SEAL)

STATE OF KANSAS,
Douglas County

BE IT REMEMBERED, That on this 24th day of September A. D. 19 60
before me, Arlene M. Birney a Notary Public
in and for said County and State, came Max Miller Thomas and Nancy Carol
Thomas, husband and wife
to me personally known to be the same persons 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.

Arlene M. Birney Notary Public
My Commission expires September 30 19 63

Recorded September 24, 1960 at 10:35 A.M.

Harold A. Beck Register of Deeds
By: James Leem Deputy