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MORTGAGE

12872

BOOK 150

Lawrence Outlook, Lawrence, Kansas

**This Indenture**, Made this 23rd day of April  
A. D. 1968, between Alvin C. Thomas and Viola R. Thomas, his wife

of De Soto, in the County of Johnson and State of Kansas  
of the first part, and the De Soto State Bank, De Soto, Kansas

of the second part.

**Witnesseth**, That the said part 1st of the first part, in consideration of the sum of Five Thousand - - - - - 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 Y of the second part it's 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:  
Lots Eleven (11) to Twenty (20) inclusive, in Block Ninety-seven (97) in the City of Eudora,  
Lots One (1), to Ten (10), inclusive, in Block One Hundred Ten (110) in the City of Eudora,  
Lots Fourteen (14) to Eighteen (18), inclusive, in Block One Hundred Ten (110), in the City of Eudora,  
Lots Nineteen (19) and Twenty (20), in Block One Hundred Ten (110) in the City of Eudora

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.

And the said first parties

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

This grant is intended as a mortgage to secure the payment of Five Thousand - - - - - Dollars, according to the terms of a certain note this day executed and delivered by the said first parties to the said part Y of the second part

as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or due and payable, and it shall be lawful for the said part Y of the second part it's 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 part Y making such sale, on demand to said first parties

their heirs and assigns

**In Witness Whereof**, The said part 1st of the first part ha. Y hereunto set their hand s and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Alvin C. Thomas (SEAL)  
(Alvin C. Thomas)

Viola R. Thomas (SEAL)  
(Viola R. Thomas)

STATE OF KANSAS,

Johnson County ss:

BE IT REMEMBERED, That on this 23rd day of April A. D. 19 68before me, the undersigned,

a Notary Public

in and for said County and State, came Alvin C. Thomas and Viola R. Thomas, his 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.

My Commission expires January 21, 1971

John W. Johnson Notary Public  
(John W. Johnson)

Recorded April 25, 1968 at 2:01 P.M.

Janice Beem Register of Deeds