

MORTGAGE—Standard Form

(No. 52B)

33903 BOOK 92

F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

A. D., 1947, between Francis R. Thomas and Muriel E. Thomas, husband and wife

of Baldwin in the County of Douglas and State of Kansas
of the first part, and Rose Ann Thomas

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Two thousand five hundred and no/100 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 party of the second part her 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:

The East Half of the South Half of the West Half of the South East Quarter of Section Eleven (11), Township Fifteen (15), Range Nineteen (19).

Two acres in the South-east corner of South-west Quarter of the South-east Quarter of Section Eleven (11), Township Fifteen (15), Range Nineteen (19), making a total of twenty acres, more or less, in Douglas County, Kansas.

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

This grant is intended as a mortgage to secure the payment of Two thousand five hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Francis R. Thomas and Muriel E. Thomas to the said party 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 party of the second part her 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 party making such sale, on demand, to said

heirs and assigns

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

Signed, Sealed and delivered in presence of

Francis R. Thomas (SEAL)
Muriel E. Thomas (SEAL)

STATE OF KANSAS,

Douglas

County,

Be It Remembered, That on this 19th day of July A. D. 1947 before me Harry W. Barnett a Notary Public in and for said County and State, came Francis R. Thomas and Muriel E. Thomas, husband and wife

to me personally known to be the same person who executed the within 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 July 12 1950

Harry W. Barnett
Notary Public

This release was written on the original mortgage

entered this 29th day of November 1949

Harold A. Beck
Reg. of Deeds
Deputy

Recorded August 2, 1947 at 9:55 A.M.

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 29 day of November A. D. 1949
Rose Ann Thomas Brinegar formerly Rose Ann Thomas

Harold A. Beck Register of Deeds.