

33365 BOOK 92

MORTGAGE - Standard Form

(No. 158)

The Johnson County Publishing Company, Olathe, Kansas

This Indenture, Made this 28th day of Augustin the year of our Lord nineteen hundred forty-seven between
Charles H. Thomas and Mary S. Thomas, his wifeof St. Lawrence in the County of Douglas and State of Kansas
of the first part, and The First National Bank, Olathe, Kansas

of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of One Thousand DOLLARSto them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do
grant, bargain, sell and Mortgage to the said part y of the second part its 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:

Beginning 16 feet West of the Northeast corner of
Section 22, Township 13, Range 18, thence South
196 feet, thence West 564 feet, thence North 196
feet, thence East 564 feet to the place of begin-
ning, in the vacated portion of Clinton, being
original Lots Nos. 1, 2, 3, 4, 5, and 6 in Block
No. 9 and Lots Nos. 4, 5, and 6 in Block No. 8,
all in the Town of Clinton, 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
first partiesdo 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 incum-
brancesThis grant is intended as a mortgage to secure the payment of the sum of _____
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 partand 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 insur-
ance 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 y of the second part its executors, administrators and assigns, at any time there-
after, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys aris-
ing 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 assignsIn Witness Whereof, The said part ies of the first first part ha ve hereunto set their
hand and seal the day and year first above written.
Signed, sealed and delivered in presence ofCharles H. Thomas (SEAL)Mary S. Thomas (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
Johnson County, ss.Be It Remembered, That on this 28th day of August A. D. 19 47
before me, the undersigned a Notary Public
in and for said County and State, came Charles H. Thomas and
Mary S. Thomas, his wife
to me personally known to be the same person who executed the within instru-
ment 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 Sept 19 1949Harold A. Beck
Notary Public.This release
was written
on the original
mortgage
entered
this 15th day
of June
1946Harold A. Beck
Reg. of Deeds

Deputy

Recorded September 5, 1947 at 2:24 P.M.

RELEASE

Harold A. Beck Register of Deeds.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 June A. D. 1950
The First National Bank, Olathe, Kansas
(Corp. Seal) H. P. Thomas Vice President