

MORTGAGE—Standard Form

350651  
(No. 150)

BOOK 94

The Johnson County Publishing Company, Olathe, Kansas

**This Indenture,**

Made this 13th day of April

In the year of our Lord nineteen hundred forty-eight

Charles H. or Mary S. Thomas, his wife

H. #4

of 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 1st of the first part, in consideration of the sum of

Five Hundred and no/100 ----- (\$500.00) ----- 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 2nd 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 East of the Northeast corner of  
Section 22, Township 11, Range 13, thence South  
196 feet, thence west 56 1/2 feet, thence North 196  
feet, thence east 56 1/2 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. 7 and Lots Nos. 4, 5, and 6 in Block No. 8,  
all in the Town of Clinton, Douglas County, Kansas.

Subject to mortgage as of record to the First National Bank, Olathe, Kansas.

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 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 the sum of Five Hundred and no/100

Dollars, according to the terms of 2nd certain note this day executed and delivered by the said first parties to the said part 2nd 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 2nd of the second part its 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 surplus, if any there be, shall be paid by the part 2nd making such sale, on demand, to said

first parties, their heirs and assigns

In Witness Whereof, The said part 1st of the first part has hereunto set, their

hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

Charles H. Thomas (SEAL)

Mary S. Thomas (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

County of Johnson

Be it Remembered, That on this 13th day of April A. D. 1948

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 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

Sept 19 1949

Omer E. Brown  
Notary Public

April 14, 1948 at 11:00 A. M.

Harold A. Beck

Register of Deeds

Ref. me  
 to me in 1948, when I was in the  
 office of the Register of Deeds,  
 I received a copy of this mortgage  
 and was informed that it was  
 a copy of the First National Bank,  
 Olathe, Kansas, H. P. Thomas Vice President.