

40958 BOOK 98

MORTGAGE-Standard Form

(No. 22 A)

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

**This Indenture.**Made this 12th day of June  
A. D. 19 50, between Charles H. Thomas and Mary S. Thomas, his wifeRt. #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 Fourteen Hundred and no/100 ----- (\$1,400.00) ----- 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 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 beginning, 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 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 seised 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 Fourteen Hundred and no/100 ----- Dollars, according to the terms of a 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 their 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 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 ha Yd hereunto set their hands 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

Johnson County ss.

Be It Remembered, That on this 12th day of June A. D. 19 50

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 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

Feb 18 19 54

Notary Public

Recorded June 1, 1950 at 4:30 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 2nd day of December 1953

The First National Bank, Olathe, Kansas

H. P. Thomas Vice President

(Corp. Seal)

This mortgage was written in the office of the undersigned on the 12th day of June, 1950.

Harold A. Beck  
Register of Deeds