46837 BOOK 102

MORTGAGE—Standard Form (No. 52 B) F. J. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this 7th day of July A. D. 1952, between James E. Nicolay and Betty Nicolay, his wife

of Baldwin, in the County of Douglas and State of Kansas of the first part, and The Baldwin State Bank, Baldwin, Kansas

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Thirty Nine Hundred -- 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 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 at the Northeast corner of the North half of the Southwest Quarter of Section I4, Township I4, Range I9, Douglas County, Kansas, thence South 300 feet, thence West I45.2 feet, thence North 300 feet, thence East I45.2 feet to place of beginning, containing one acre

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said James E. Nicolay and Betty Nicolay 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 Thirty Nine Hundred Dollars, according to the terms of one certain note this day executed and delivered by the said James E. Nicolay and Betty Nicolay 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 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 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 seal the day and year first above written.

Signed, Sealed and delivered in presence of

James E Nicolay (SEAL)

Betty Nicolay (SEAL)

STATE OF KANSAS, Douglas County } ss.

Be It Remembered, That on this 7th day of July A. D. 1952 before me, Hale Steele, a Notary Public in and for said County and state, came James E. Nicolay and Betty Nicolay 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.

HALE STEELE NOTARY PUBLIC DOUGLAS COUNTY, KANSAS

My Commission Expires December 12 1955

Hale Steele
Notary Public

[illegible] Record [illegible]

[illegible] this mortgage having been paid in full, this mortgage is hereby released and the lien thereby created discharged [illegible] hand this 4th day of March 1957.

Attest: Hale Steele, Cashier

Baldwin State Bank
By [illegible] S. K. [illegible], President

[illegible] March [illegible] 1957 [illegible] Register of Deeds
By [illegible]

[redacted]