

MORTGAGE

(NO. 52B)

50362 BOOK 105

Boyle's Legal Blanks - CASH STATIONERY CO., Lawrence, Kansas

This Indenture,

Made this 15th day of September
A. D. 1953, between Donald O. Nutt and Ruth Ann Nutt, his wife

of Baldwin, in the County of Douglas and State of Kansas
of the first part, and Hay Machinery Co., RFD, Baldwin, Kansas

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Five 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 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:

Ten (10) acres in a square form out of the southeast corner of the Northeast Quarter (NE 1/4) of Section Five (5), Township Fifteen (15) Range Twenty (20), the cornerstone in the southeast corner of said Northeast Quarter (NE 1/4) being the point of beginning.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.

And the said Donald O. Nutt and Ruth Ann Nutt, his wife

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 Five Thousand Five Hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Donald O. Nutt and Ruth Ann Nutt, his wife 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 hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Donald O. Nutt (SEAL)
Ruth Ann Nutt (SEAL)

STATE OF KANSAS

Douglas County.

Be It Remembered, That on this 15th day of September A. D. 1953

before me, the undersigned a Notary Public

in and for said County and State, came Donald O. Nutt and

Ruth Ann Nutt, 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 Dec. 12, 1955

Notary Public



Recorded September 22, 1953 at 9:05 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 6th day of December 1953

Hay Machinery Co.
Will Hay

This release was entered on the original mortgage this 6 day of December 1953
Harold A. Beck
Reg. of Deeds
By James Beem