

MORTGAGE

(No. 52A)

Boyles Legal Blanks - Cash Stationery Co., Lawrence, Kansas

**This Indenture,** Made this 1st day of September  
A. D. 1955, between Wilda Nicolay and John L. Nicolay, her husband

of Scranton, in the County of Osage and State of Kansas  
of the first part, and Andrew M. Lutz

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Five Thousand (\$5,000.00) - - - - - 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 party of the second part his 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:

Lot No. Ten (10) in Block No. Eleven (11) in  
Lane's Second Addition, an Addition to the  
City of Lawrence.

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

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 (\$5,000.00)  
Dollars, according to the terms of a certain promissory note this day executed and delivered by the  
said Wilda Nicolay and John L. Nicolay, her husband to the  
said party of the second part payable \$1,000.00 annually, with interest at the rate  
of 6%, payable semi-annually from date

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 his executors, administrat-  
ors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-  
scribed 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 first parties

their heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their  
hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Wilda Nicolay (SEAL)  
Wilda Nicolay (SEAL)  
John L. Nicolay (SEAL)  
John L. Nicolay (SEAL)

STATE OF KANSAS,

Douglas County,

BE IT REMEMBERED, That on this 1st day of September A. D. 1955

before me, the undersigned a Notary Public  
in and for said County and State, came Wilda Nicolay and John L.  
Nicolay, her husband

to me personally known to be the same persons 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.

April 27

1959

Ruby Huffert

Notary Public

Recorded September 1, 1955 at 1:11 p.m.

The note herein was filed with the original mortgage.

The foregoing instrument was acknowledged before me as a Notary Public for the State of Kansas.

Notary Public

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Huddell Bank  
By James Brown