

62056

BOOK 114

MORTGAGE

(NO. 52B)

Boyles Legal Blanks ... CASH STATIONERY CO., Lawrence, Kansas

This Indenture,

Made this 4th day of March
A. D. 19 57, between James E. Nicolay and Betty Nicolay, husband & wife

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

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Three Thousand & No/100- ----- DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant,
bargain, sell and Mortgage to the said part Y of the second part its successors, xx 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 14, Township 14, Range 19,
Douglas County, Kansas, thence South 300 feet, thence West
145.2 feet, thence North 300 feet, thence East 145.2 feet
to place of beginning, containing one acre.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 Three Thousand & No/100- ---
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 part Y 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 Y of the second part 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 making such sale, on demand, to said

heirs and assigns

In Witness Whereof, The said part ies of the first part ha ve hereunto set their
hand^s and seal^s the day and year first above written.

Signed, Sealed and delivered in presence of

James E. Nicolay (SEAL)
Betty Nicolay (SEAL)
Betty Nicolay (SEAL)
Betty Nicolay (SEAL)

STATE OF KANSAS

Douglas County, ss.



Be It Remembered, That on this 4th day of March A. D. 19 57

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.

My Commission expires December 12 19 59

Notary Public

Recorded March 5, 1957 at 10:10 A. M.

RELEASE.

Harold A. Beck Register of Deeds.

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 15th day of April 1959

ATTEST: Donald O. Nutt, Assistant Cashier
(Corp. Seal)

Baldwin State Bank
Hale Steele, Cashier