

67877 BOOK 120

MORTGAGE

(No. 32A)

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This Indenture, Made this 24th day of NovemberA. D. 1958, between Hazel F. (Johnson) Nichols and Willis Dale Nichols
wife and husbandof 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 Twenty Eight 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:

The North Fifty (50) feet of lots One Hundred Twenty-Five (125), One Hundred Twenty-Seven (127), and One Hundred Twenty-Nine (129) on King Street in the City of Baldwin City, Kansas

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

And the said Hazel F. (Johnson) Nichols and Willis Dale Nicholsdo 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 Twenty Eight Hundred Dollars, according to the terms of one certain Note this day executed and delivered by the said Hazel F. (Johnson) Nichols and Willis Dale Nichols 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 Hazel F. (Johnson) Nichols and Willis Dale Nichols

its 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

STATE OF KANSAS,

Douglas

ss:

BETTER REMEMBERED, That on this 24 day of November A. D. 1958before me, C. B. Butell a Notary Publicin and for said County and State, came Hazel F. (Johnson) Nichols
and Willis Dale Nichols, wife and 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.

My Commission expires Oct. 6, 1960C. B. Butell Notary Public

Recorded November 26, 1958 at 3:00 P.M.

RELEASE

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 2nd day of Nov. 1959

Donald C. Nutt, Asst. Vice President

Baldwin State Bank
C.B. Butell President Mortgages. Owner.

(Corp. Seal)