

Reg. No. 14,991
Fee Paid \$12.00

69276

BOOK 121

MORTGAGE

(No. 32A)

Boyles Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

This Indenture,

Made this 13th day of April
A. D. 1959, between James E. Nicolay and Betty Nicolay, husband and 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 Four Thousand Eight hundred & 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 parties of the second part its Successor 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 the 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 Four thousand Eight Hundred & 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 ies 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 ies 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 part making such sale, on demand to said

heirs and assigns

In Witness Whereof, The said part ies 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

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

STATE OF KANSAS,

Douglas

County

BE IT REMEMBERED, That on this 13th day of April A. D. 1959before me, Hale Steele a Notary Publicin and for said County and State, came James E. Nicolay and Betty Nicolay, husband and wife

to me personally known to be the same person 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 December 12 1959 Hale Steele Notary Public

Recorded on April 16, 1959 at 9:00 A.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 1st day of May 1967

BALEWIN STATE BANK

Hale Steele, Cashier

Mortgagee. Owner.

Donald O. Nutt, President
(Corp. Seal)

This release
was
received
at
the
Register
of
Deeds
Office
on
May
14, 1967
at
9:00
a.m.
Hale Steele
Notary Public