

70498

BOOK 122

MORTGAGE

(No. 32A)

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This Indenture,Made this 8th day of JulyA. D. 1959, between Donald O. Nutt and Ruth Ann Nutt, husband and wifeof Baldwin, in the County of Douglas and State of Kansasof the first part, and Lester Hey, Will Hey, Sr. and William Hey, Jr. d/b/a
Hey Machinery Co., Baldwin, Kansas

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Three Thousand 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 their 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 South Half of Lots Nos. One Hundred Nine (109)
and One Hundred Eleven (111) on King Street, Baldwin,
Kansas

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

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 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 to the said parties 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 parties of the second part their 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

hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Donald O. Nutt (SEAL)

Donald O. Nutt (SEAL)

Ruth Ann Nutt (SEAL)

Ruth Ann Nutt (SEAL)

STATE OF KANSAS,

Douglas CountyBE IT REMEMBERED, That on this 8 day of July A. D. 1959

before me, the undersigned a Notary Public

in and for said County and State, came Donald O. Nutt and RuthAnn Nutt, 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 Dec 15 1959Hale Steels Notary Public

Recorded July 17, 1959 at 9:40 A.M.

RELEASE

Harold A. Beck Register of Deeds

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 4 day of February 1961.

Lester Hey, Will Hey, Sr., and
William Hey, Jr. d/b/a Hey Machinery Co.,
Baldwin, Kansas

Lester Hey
Will Hey, Sr. Mortgagee. Owner.
William Hey, Jr.

This release
was written
on the original
mortgage

dated
this 6th
day of February
1961

Harold A. Beck
Reg. of Deeds

By James B. Brown
Clerk