

Reg. No. 17,616
Fee Paid \$15.25

79453 BOOK 130

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MORTGAGE

(No. 82A)

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

This Indenture, Made this 30th day of JanuaryA. D. 1962, between Donald O. Nutt and Ruth Ann Nutt, his wifeof 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 Sixty One Hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he vs sold and by these presents do grant, bargain, sell and Mortgage to the said part Y of the second part its Successors 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 West half of Lot 122 and all of lot 124 on
Jersey Street, Baldwin City, Kansas
And the South Half (S $\frac{1}{2}$) of Lot 71 on 31st Street,
Baldwin City, Kansas

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.
And the said Donald O. Nutt and Ruth Ann Nutt, his wife
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 Sixty One Hundred 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, his wife to the said part Y of the second part The Baldwin State Bank, Baldwin, Kansas

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 its Successors heirs 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 he vs hereunto set their
hand S and seal S 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 30th day of January A. D. 19 62

before me, the undersigned a Notary Public
in and for said County and State, came Donald O. Nutt and Ruth Ann Nutt,
his wife

to me personally known to be the same person S 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 May 22, 1965 Jerry L. Vickers Notary Public
Jerry L. Vickers

Recorded January 31, 1962 at 2:45 P.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 23rd day of December 1963.

Donald O. Nutt, Exec. Vice President

The Baldwin State Bank

Hale Steele, Cashier

Mortgagee. Owner.

(Corp. Seal)

This release
was written
on the original
mortgage

this 26 day
of December
19 63

Harold A. Beck
Reg. of Deeds

By James Beem
Attorney

See Partial Release Also Book 133 Page 420