

For Partial Pk. of Mortgage See Book 136 Page 298

Reg. No. 18,771
Fee Paid \$15.00

MORTGAGE

(No. 52A)

The Outlook Printers, Publishers of Legal Blanks, Lawrence, Kansas

86501

BOOK 136

THIS INDENTURE Made this July 5th day of July

A. D. 19 63, between Warren E. Nichols, a single man

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

of the second part.

Witnesseth, That the said part Y of the first part, in consideration of the sum of Six Thousand and no/100 DOLLARS,

to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and Mortgage to the said part Y of the second part ITS ~~heirs~~ ^{successors} 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 Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twelve (12), Township Fourteen (14), Range Twenty (20); the North Half (N $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter of Section Seven (7), Township Fourteen (14), Range Twenty-one (21); and the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twelve (12), Township Fourteen (14), Range Twenty (20), containing 70 acres more or less in Douglas County, Kansas.

This mortgage is to be recorded to correct a like mortgage on the same date to read Range 21 in lieu of Range 20 on the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec. 7.
with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein.

And the said Warren E. Nichols, a single man do SS hereby covenant and agree that at the delivery hereof he is 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 Six Thousand and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Warren E. Nichols, a single man to the said part Y of the second part The Baldwin State Bank
Baldwin City, Kansas

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 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 in 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 Y making such sale, on demand to said

heirs and assigns.

In Witness Whereof, The said part Y of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Warren E. Nichols (SEAL)
Warren E. Nichols (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County ss:

BE IT REMEMBERED, That on this 5th day of July A. D. 19 63 before me, the undersigned a Notary Public in and for said County and State, came Warren E. Nichols, a single man

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

March 6, 19 66

Donald O. Nutt
Donald O. Nutt

Notary Public

Recorded December 23, 1963 at 11:00 A. M.

Barth A. Beck Register of Deeds