

MORTGAGE - Standard Form.

51057 BOOK 105

F. J. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this 17th day of December
A. D. 19 53, between Ilert O. Avey and Betty J. Avey

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and The Douglas County Building and Loan Association of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Four Thousand Two Hundred Fifty 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, 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:

Lots Nos. One Hundred Eighty One (181) and One Hundred Eighty Two
(182) in Fairfax, an Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.
And the said parties of the first part
do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Two Hundred Fifty
Dollars, according to the terms of one certain note this day executed and delivered by the said
parties of the first part
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 successors 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 parties of the first part, their

heirs and assigns.

In Witness Whereof, The said part 1st of the first part have hereunto set their
hand and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Ilert O. Avey (SEAL)
Betty J. Avey (SEAL)
(SEAL)

STATE OF KANSAS

Douglas

County.

Be It Remembered, That on this 18th day of December A. D. 19 53

before me, the undersigned, a Notary Public
in and for said County and State, came Ilert O. Avey and his wife,
Betty J. Avey

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 31 1956

Pearl Enick Notary Public.

Recorded December 19, 1953 at 9:20 A. M.

Herald G. Beck Register of Deeds
By *Barbara Seiber*, Deputy

Release
The note herein described, having been paid in full, this mortgage is hereby released,
and the lien thereby created, discharged. As witness my hand, this 6th day of
March A.D. 1954

(imp. seal)