

55346 Book 108
This Indenture, Made this 14th day of March
A. D. 1955, between Ilert O. Avey and his wife, 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
Fifty Five Hundred 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 owner s 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 Fifty Five Hundred and no/100
Dollars, according to the terms of one certain note this day executed and delivered by the said
part 1st. of the first part to the said part 2nd. of the second part

and this conveyance shall be void if such payments be made as herein spec-
ified. 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 surplus, 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 s and seal s the day and year first above written.

Signed, Sealed and delivered in presence of

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

STATE OF KANSAS

Douglas County, ss.

Be It Remembered, That on this 14th day of March A. D. 19 55
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 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.



Dec 31 1956

Pearl Emich Notary Public

Carroll L. Beck