Kansas STATE OF the original Douglas COUNTY. ortwage BE IT REMEMBERED, That on this 12th day of September A. D., 19 69 Notary Public before me, a Notary Public in the storessi came Carl F. Mibeck and Jane A. Mibeck, his wife in the aforesaid County and State, :B. to me personally known to be the same person S , who executed the foregoing instrument and duly acknowledged the execution of the same. eg. of Deeds IN WITNESS WHEREOF, I have hereu d my name, and affixed my official seal on the day and De April 18th 19 70 Howard Wiseman Notery Public n Expires Recorded September 16, 1969 at 11:11 A.M. Genere Boams Register of RELEASE

1 W. 1 1 P

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 28th day of October 1971

Attest: William A. Lebert Asst. Vice President (Corp. Seal) Alan G. Hack Vice President Mortgagee. Owner.

Reg. No. 4,189 Fee Paid \$37.75

KANSAS

Soo

assignment of mostgage Sec.

Book 155 Page

54

THIS INDENTURE, Made this 15th day of September , 19 69, by and between Robert Dean Avery and Merry Elizabeth Avery, his wife Douglas County, Kansas , Mortgagor, and

18625

MORTGAGE

The Fidelity Investment Company

to in the second

under the laws of the State of Kansas , Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Fifteen Thousand One Hundred and No/100------Dollars (\$ 15,100.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described property, situated in the county of Douglas ;

> All of Lot Eleven (11) and Lot Twelve (12), less the North 3 feet thereof, in Home Place, an Addition to the City of Lawrence, Douglas County, Kansas.

together with the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said erents, issues, and profits until default hereunder) and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following household appliances, which are and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned:

TO HAVE AND TO HOLD the above described property unto the Mortgagee, forever.

Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed (or has such other estate as is stated hereinbefore), that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the aforesaid title thereto against the claims and demands of all persons whomsoever.