

NO. 22794

200

Reg. No. 5,098  
Fee Paid \$35.00

MORTGAGE-REAL ESTATE

BOOK 158

P-15-2TW

22794

Hall Litho. Co., Inc., Topeka

NUMERICAL INDEX

## REGISTRATION FEE

No. 5,098  
Indebtedness \$ 14,000.00 Fee \$ 35.00  
At 13 day of October 1970

Register of Deeds, Douglas Co., Kansas

STATE OF KANSAS,

Douglas County, ss.

This instrument was filed for record on the  
13th day of October  
1970 at 2:43 o'clock P. M., and  
recorded in Book  
at page

Register of Deeds.

By \_\_\_\_\_ Deputy.

## FEES.

Registration fee, \$ 35.00  
Register of Deeds, for recording \$ 3.00

THIS INDENTURE, Made this 5th day of August

1970, between Ilert O. Avey and Elizabeth F. Avey,  
husband and wife

of Douglas County, in the State of Kansas

as mortgagor, and

The Baldwin State Bank  
Baldwin City, Kansas

of Douglas County, in the State of Kansas

as mortgagee is as follows:

In consideration of the sum of  
Fourteen thousand and no/100 - - - - - and - - - - - DOLLARS,  
100the receipt of which is hereby acknowledged, mortgagor hereby mortgages and  
warrants unto mortgagee, his/its heirs and assigns, all the following-described  
real estate situated in Douglas County, Kansas,  
to-wit,Beginning at a point 463 feet north and 291 feet east of  
the Southwest Corner of Section Thirty-four (34),  
Township Fourteen (14), Range Twenty (20), thence North  
403 feet, thence East 251 feet, thence South 403 feet,  
thence West 251 feet to the place of beginning, all in  
Douglas County, Kansas, now in the City Limits of  
Baldwin City, Kansas, and containing 2.32 acres more  
or less

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances  
thereunto belonging or in anywise appertaining, forever. Mortgagor hereby covenants and agrees that at the delivery of this  
instrument mortgagor is the lawful owner of said property, and is seized of a good and indefeasible estate of inheritance therein,  
free and clear of all incumbrances except  
and that mortgagor will warrant and defend the same against all claims whatsoever.

Mortgagor agrees to pay all taxes assessed on said premises before any penalties or costs accrue thereon, and to keep said  
premises in good condition and repair and insured in favor of mortgagee in the sum of  
Fourteen Thousand and no/100 - - - - - DOLLARS  
in an insurance company satisfactory to mortgagee.

This mortgage is given to secure the payment of a note in the sum of \$ 14,000.00 to mortgagee, with interest,  
which shall be paid as follows: in regular monthly installments of \$140.00 each, the first  
installment to become due and payable September 5, 1970 and a like amount shall be due  
and payable on the same day of each and every month thereafter until all amounts to be  
paid hereunder are paid in full. Accrued interest shall first be deducted from each  
monthly payment, and the balance shall be applied on the principal. Second party may  
pay any additional amount on the principal at the time any monthly payment, and the  
interest shall cease on the additional principal so paid.

NOW, if mortgagor shall pay or cause to be paid to mortgagee the above sum of money, together with the interest thereon,  
according to the terms and tenor of said note, then this mortgage shall be wholly discharged and void; and otherwise it shall  
remain in full force and effect. If said indebtedness, or any part thereof, or any interest thereon, is not paid when due, or if the  
taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are  
not paid when the same are by law due and payable, or if said insurance is not maintained by mortgagor, or if mortgagor does  
not maintain said property in good condition and repair, then the whole of said indebtedness, and interest thereon, shall become  
due and payable, at the option of the holder hereof, and said mortgagee shall be entitled to the possession of said premises, and  
may foreclose this mortgage and pursue any other lawful action available to mortgagee.

Executed by mortgagor on the day and year first above written.

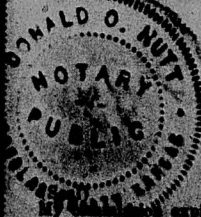
STATE OF KANSAS,

Douglas

COUNTY, ss.

BE IT REMEMBERED, That on this 5th day of August, 1970, before me, the  
undersigned, a Notary Public in and for the County and State aforesaid, came

Ilert O. Avey and Elizabeth F. Avey, husband and wife,

who are personally known to me to be the same persons who executed the above mort-  
gage, and duly acknowledged the execution of the same.IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the  
day and year last above written.

March 8, 1974

Donald O. Nutt Notary Public.

Recorded October 13, 1970 at 2:43 P. M.

Janice Beers Register of Deeds