

Receiving No. 8058

MORTGAGE RECORD 82

Reg. No. 1932
Fee Paid \$ 0.75

The World Co. Lawrence, Kansas

FROM

C. O. Avey and wife, (Blanche)
TO

W. H. Andrews

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 30 day of

June A. D. 1939, At 8:00 A. M.

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 23rd day of June In the year of our Lord nineteen hundred
thirty nine between C. O. Avey and his wife, Blanche Aveyof Lawrence in the County of Douglas and State of Kansas
of the first part, and W. H. Andrews

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of
Three 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 his 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. Four (4), Five (5) and Nine (9) in Block No. Three (3) in Belmont, an
Addition adjacent to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties 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 of the premises above granted,
and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a mortgage of \$600.00 to
The Douglas County Building and Loan Association on Lots 5 and 9, Block 3, aforesaid, recorded in Book
82 Page 502, of the records of Douglas County, Kansas
This grant is intended as a mortgage to secure the payment of the sum of Three Hundred and no/100

----- 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 con-
veyance 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
his 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 the amount then due for principal and interest, together with the cost
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 parties of the first part have hereunto set their hands and seals the day and year
first above written.

Signed, sealed and delivered in presence of

C. O. Avey (SEAL)

Blanche Avey (SEAL)

STATE OF KANSAS,

County of Douglas County, ss.

BE IT REMEMBERED, That on this 23rd day of June

A. D. 1939 before me the undersigned a Notary Public in and for said County and State,
came C. O. Avey and his wife, Blanche Avey

(SEAL) 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 1940 Pearl Emick Notary Public.

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.

Attest: As Witness my hand, this 24 day of August A. D. 1949

W. H. Andrews

This Mortgage
was written
on the original
Mortgage
dated 7th day
of June 1939
at Lawrence,
Kans.