

57478 Book 110

MORTGAGE-Standard Form

(No. 52 A)

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

# This Indenture,

Made this 13th day of September

A. D., 1955, between Joseph D. Kennedy and Betty Kennedy, his wife

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Robert P. Harrison and Pauline Gill Harrison, husband  
and wife, as joint tenants with the right of survivorship and not as  
tenants in common of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of

FIVE THOUSAND - - - - - 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 parties of the second part, their 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:

Lot One (1) and the North 10 feet of Lot Two (2), in Block Three (3) in Hillcrest Addition, an Addition 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 Mtg. to the Lawrence Nat'l. Bank in Amt. of \$7000. dated May 12, 1954, Rec. May 19, 1954 in Book 106, Page 247 in the Office of Reg. of Deeds of Douglas County, Kansas

This grant is intended as a mortgage to secure the payment of Five Thousand, - - - - - Dollars, according to the terms of a certain note this day executed and delivered by the said parties of the first part to the said parties of the second part, their heirs and assigns

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 parties of the second part their 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 costs and charges of making such sale, and the overplus, if any there be, shall be paid by the parties 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

Joseph D. Kennedy (SEAL)  
Betty Kennedy (SEAL)

STATE OF KANSAS,

Douglas

County,

ss.

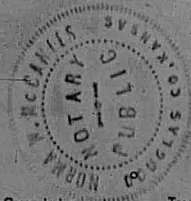
Be It Remembered, That on this 13th day of September A. D. 1955

before me, the undersigned, a Notary Public in and for said County and State, came Joseph D. Kennedy and Betty Kennedy, husband and wife, to me personally known to be the same persons 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 June 17, 1957

Norma W. McPauls Notary Public



Handwritten note at the bottom of the page: "The only known record having been made, the mortgage is hereby released, and the lien thereby noted. Witness my hand and the 13th day of September, 1955." Signed: "Theodore H. Beck, Notary Public".