

MORTGAGE

85611 BOOK 135

(NO. 52C)

Boyles Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

This Indenture, Made this 13th day of September, 1963, between
Hattie Kennedy and John Kennedy, husband and wife and Bernard R. Kennedy and
Bernice F. Kennedy, husband and wife
of Douglas County, in the State of Kansas of the first part, and
Douglas County State Bank, a Corporation
of Douglas County, in the State of Kansas of the second part:

Witnesseth, That said parties of the first part, in consideration of the sum of
Five Thousand and no/100-----DOLLARS

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto
said party of the second part, and its ~~heirs and assigns~~ assigns, all the following REAL ESTATE situated in
the County of Douglas and State of Kansas, to-wit:

Commencing at a point on the Atchison, Topeka and Santa Fe Railroad as now located,
thence West on the North line of Reserve #2 to the Northwest corner of said Reserve;
thence due North 39 feet; thence on the arc of a circle described from a point 61 feet
due West to the Northwest where said arc strikes the range line between Ranges #19
and #20; thence North on said Range line to where the same crosses the aforesaid
railroad; thence South 22° East by said railroad to the place of beginning, containing
1 1/4 Acres, more or less, in the City of Lawrence, being in Lot 2 of Section 30,
Township 12, Range 20 and North of Reserve #2.

To Have and To Hold the Same, Together with all and singular, the tenements, hereditaments and appur-
tenances thereunto belonging, or in anywise appertaining, forever:

Provided Always, And these presents are upon this express condition, that whereas said
parties of the first part have this day executed and delivered
one certain promissory note in writing to said party of the second part, of which the following
IS A MEMORANDUM:

Date: September 13, 1963

Amount: \$5000.00

Maturity: Six years, payable \$82.87 per month beginning October 15, 1963.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part & its
~~heirs and assigns~~ assigns, said sum of money in the above described note mentioned, together with the interest
thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void;
and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any
interest thereon, is not paid when the same is due, and 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
made due and payable; then the whole of said sum and sums and interest thereon, shall, and by these presents,
become due and payable, and said party of the second part shall be entitled to the possession of said
premises.

In Witness Whereof, The said parties of the first part have hereunto set their hand the day
and year first above written.

Executed in the presence of

Witnesses

Hattie Kennedy
Hattie Kennedy
John R. Kennedy
Bernard R. Kennedy
Bernice F. Kennedy