

See Assignment & Release Book 136 Page 77

MORTGAGE 85818 BOOK 135 (Mo. 52A) The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

**This Indenture**, Made this 1st day of October

A. D. 19 63, between Theodore A. Kennedy and Grace Kennedy, husband and wife,

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and James S. Daniels and Edna E. Daniels

of the second part.  
**Witnesseth**, That the said parties of the first part, in consideration of the sum of  
Twelve Thousand Five Hundred and No/100 (\$12,500.00) 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:

The East One-Half of Lot Numbered Sixty-Eight (68)  
on Kentucky Street in the City of Lawrence,  
Douglas County, Kansas

with all the encumbrances, 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 easements and restrictions of record

This grant is intended as a mortgage to secure the payment of Twelve Thousand Five Hundred and No/100  
Dollars, according to the terms of One certain mortgage note this day executed and delivered by the  
said Parties of the First Part to the  
said parties 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 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, administrat-  
ors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-  
scribed 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 of the  
making such sale, on demand to said Parties of the First Part,  
their heirs and assigns

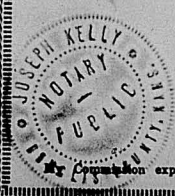
**In Witness Whereof**, The said parties of the first part have hereunto set their  
hand and seal the day and year first above written.  
Signed, Sealed and delivered in presence of

*Theodore A. Kennedy* (SEAL)  
Theodore A. Kennedy (SEAL)  
*Grace Kennedy* (SEAL)  
Grace Kennedy (SEAL)

STATE OF KANSAS,  
DOUGLAS County

BE IT REMEMBERED, That on this 1st day of October A. D. 19 63  
before me, *Joseph Kelly* a Notary Public  
in and for said County and State, came Theodore A. Kennedy and Grace  
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.



*Joseph Kelly* Notary Public

*Walter A. Beck* registered