

See Assignment & Release Book 136 Page 77

MORTGAGE 85818 BOOK 135 (No. 52A) The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 1st day of October

A. D. 1963, 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 part ies 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 part ies 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 appurtenances, and all the estate, title and interest of the said part ies 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 part ies 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 part ies 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 part ies making such sale, on demand to said Parties of the First Part, their heirs and assigns

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

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

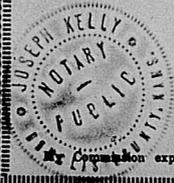
STATE OF KANSAS,
DOUGLAS County

BE IT REMEMBERED, That on this 1st day of October A. D. 1963

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.



My Commission expires June 30 1967 Joseph Kelly Notary Public

Walter A. Beck