

State of Kansas, Shawnee County, ss.

BE IT REMEMBERED, That on this 12th day of July, 1971, before me, the undersigned, a Notary Public in and for said County and State, came M. C. Morse, Vice President of the Prudential Investment Company a corporation, who is personally known to me to be the same person who executed the foregoing Assignment of Mortgage, and such person duly acknowledged the execution of the same as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial

seal, the day and year last above written.



Marie Hine
Notary Public

(Term expires April 13, 1975)

Recorded July 12, 1971 at 11:01 A. M.

Register of Deeds

Reg. No. 5,867
Fee Paid \$55.50

MORTGAGE

25882

BOOK 161

(No. 52K)

The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 2nd day of July, 1971, between Francis Kennedy and Betty Lou Kennedy (formerly Betty Lou Henry), his wife

of Berryton R#2, in the County of Douglas and State of Kansas parties of the first part, and Lawrence National Bank & Trust Company, Lawrence, Kansas part of the second part.

Witnesseth, that the said part 1st of the first part, in consideration of the sum of TWENTY TWO THOUSAND, TWO HUNDRED & no/100 * * * * * DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning on the East line of the Northwest Quarter of Section Fourteen (14), Township Twelve (12), Range Seventeen (17) at a point 1590.33 feet North of the Southeast corner of said Northwest Quarter; thence North 88° 11' West 901.23 feet; thence North 48 1/2 feet to the South right-of-way line of U. S. Highway 40; thence easterly along the South right of way line of U. S. Highway 40 to the East line of said Northwest Quarter; thence South on said East line 454 feet to the point of beginning.

RENT ASSIGNMENT:

Including all rents, issues and profits thereof, provided however that the mortgagors shall be entitled to collect and retain the rents, issues and profits until default hereunder.

with the appurtenances and all the estate, title and interest of the said part of the first part therein.

And the said part 1st 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, No exceptions

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part 1st of the first part shall at all times during the life of this indenture, pay all taxes and assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part of the second part, the loss, if any, made payable to the part of the second part to the extent of 1st interest. And in the event that said part 1st of the first part shall fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the part of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

See Release the Bank 280 Page 455