

33513 BOOK 93

MORTGAGE-Standard Form

F. J. BOYLES, Publisher of Legal Blanks, Lecombe, Kansas

## This Indenture,

Made this 13th day of September A.D. 1947, between Archie C. Kennedy &amp; Zelma Irene Kennedy, husband &amp; wife

of Lawrence in the County of Douglas and State of Kansas of the first part, and Theodor V. Jardon Witnesseth, That the said part 1st of the first part, in consideration of the sum of

Five thousand DOLLARS to them duly paid, the receipt of which is hereby acknowledged, he has sold and by these presents do grant, bargain, sell and Mortgage to the said party of the second part, its 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:

Lots One (1) and Two (2), Fairgrounds, an Addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery thereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

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

and this conveyance shall be void in 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 he shall be lawful for the said party of the second part, its successors 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 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 surplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part.

In Witness Whereof, The said part 1st of the first part has hereunto set their hands and seals the day and year first above written. Signed, Sealed and delivered in presence of

STATE OF COLORADO

County of Adams City of Denver

Be It Remembered, That on this 15th day of September A.D. 1947 before me, the undersigned

a Notary Public in and for said County and State, came Archie C. Kennedy, husband of Zelma Irene Kennedy

to me personally known to be the same person, 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 October 15, 1947

Notary Public.

STATE OF KANSAS

County of

Be It Remembered, That on this 19th day of September A.D. 1947 before me, the undersigned

a Notary Public in and for said County and State, came Zelma Irene Kennedy, wife of Archie C. Kennedy

to me personally known to be the same person, who executed the within 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 Sept 21st, 1947

Notary Public.

Recorded September 19, 1947 at 11:55 A.M.

Notary Public.