

36485 BOOK 91

MORTGAGE - Standard Form (No. 32 A) F. J. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

**This Indenture,** Made this 23rd day of September  
A. D. 1948, between Milbern B. Kennedy and Isa C. Kennedy his wife

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Martin E. Kelly

of the second part.  
Witnesseth, That the said part 1st of the first part, in consideration of the Sum of  
Five Hundred (\$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 Y of the second part his 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:

Beginning at a point 305 feet South of the North East corner of  
Block No. Three (3) of Earl's Addition to the City of Lawrence  
thence running west 117 feet, thence North 60 feet, thence East  
117 feet to the East line of said Block No. Three (3), thence South  
on said East line 60 feet to the place of beginning, in Douglas Co.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.  
And the said grantors  
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

This grant is intended as a mortgage to secure the payment of Five Hundred (\$500.00)  
Dollars, according to the terms of one certain note this day executed and delivered by the  
said Milbern B. Kennedy and Isa C. Kennedy his wife to the  
said part Y 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  
hereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the  
said part Y of the second part his 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 surplus, if any there be, shall be paid  
by the part Y making such sale, on demand, to said parties of the first part  
or their heirs and assigns

In Witness Whereof, The said part 1st of the first part have hereunto set their  
hand and seals the day and year first above written.  
Signed, Sealed and delivered in presence of  
Milbern B. Kennedy (SEAL)  
Isa C. Kennedy (SEAL)

STATE OF KANSAS  
Douglas County



Be It Remembered, That on this 23rd day of September A. D. 1948  
before me, Betty Jean Post a Notary Public  
in and for said County and State, came  
Milbern B. Kennedy and wife  
Isa C. Kennedy  
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 Nov. 21 1951 Betty Jean Post Notary Public

This mortgage is intended to secure the payment of the note herein referred to and the interest thereon, and the balance of the purchase price of the premises described herein, and the balance of the purchase price of the premises described herein, and the balance of the purchase price of the premises described herein.

December 1948  
Hannah B. B. B.  
Secretary

Harold A. Beck Register of Deeds