

44354 BOOK 100

MORTGAGE

(428)

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This Mortgage Made this 21st day of August in the year of Our Lord, One Thousand Nine
Hundred and Fifty-one by and between

Edward L. Weaver and Dorothy Jameyson Weaver, husband and wife

of the County of Douglas and State of Kansas parties of the first part, and
Reconstruction Finance Corporation

party of the second part
Witnesseth. That said parties of the first part, for and in consideration of the sum of
One Thousand Three Hundred and no/100 Dollars
to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have
granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell and convey unto the said party
of the second part and to its successors and assigns forever, all of the following described tract, piece
and parcel of land lying and situated in the County of Douglas and State of Kansas, to-wit:
Lots Nos. Nineteen (19) and Twenty (20) in Premier's
Subdivision, Addition Four (4), in that part of the City
of Lawrence formerly known as North Lawrence;

subject to a first and prior mortgage to Capital Federal Savings and
Loan Association, Topeka, Kansas, in the original amount of Nine
Thousand and no/100 (\$9,000.00) Dollars, dated February 6, 1951, and
recorded March 3, 1951 in Book 99, page 464-7.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said
party of the second part, and to its successors and assigns forever; PROVIDED ALWAYS, and this in-
strument is made, executed, and delivered upon the following conditions, to-wit:

Whereas, the said Edward L. Weaver and Dorothy Jameyson Weaver, husband
and wife have this day executed and delivered their certain promissory note in writing to the party of the second
part, payable at its office in the City of Kansas City, State of Missouri
as follows, to-wit: \$15.00 on January 21, 1952, and \$15.00 on the 21st day of
each month thereafter until a total of eighty-six such consecutive
monthly installments shall have been paid, followed by final payment of
\$10.00 on March 21, 1952; with interest on unpaid principal from
December 21, 1951 at the rate of three percent per annum payable monthly
beginning January 21, 1952.

Now, if the said Edward L. Weaver and Dorothy Jameyson Weaver, his wife
shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according