

44486 BOOK 100

MORTGAGE

(42B)

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This Mortgage Made this 10th day of September in the year of Our Lord, One Thousand Nine
 Hundred and Fifty-one and by between

Louis D. Raffety and Doris Marie Raffety, his wife,

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

Witnesseth, That said party of the first part, for and in consideration of the sum of
 Six Thousand Five Hundred and no/100 Dollars
 to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, ha. Ye
 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. Twenty-six (26) and Twenty-seven (27)
 in addition No. Four (4), in that part of the
 City of Lawrence, known as North Lawrence,

subject to a prior mortgage to Noble D. Messer and Margaret Messer,
 husband and wife, as joint tenants, in the original amount of
 Fifty-five Hundred and no/100 (\$5500.00) Dollars, dated March 27,
 1948, and recorded April 6, 1948, in Book 94, Page 30.

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 instrument is made, executed, and delivered upon the following conditions, to-wit:

Whereas, the said Louis D. Raffety and Doris Marie Raffety, his wife, ha. Ye 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: \$56.03 on February 10, 1952, and \$56.03 on the 10th day of each month thereafter until one hundred fifteen such monthly installments shall have been paid, followed by final payment of principal in the amount of \$56.55 on September 10, 1961; with interest on the unpaid principal from January 10, 1952 at the rate of three percent per annum, payable monthly, beginning February 10, 1952.

Now, if the said Louis D. Raffety and Doris Marie Raffety, 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