

44620 BOOK 100

MORTGAGE

(42B)

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This Mortgage Made this 27th day of September in the year of Our Lord, One Thousand Nine Hundred and fifty-one by and between John W. Hess and Effie L. Hess, his wife,

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

part y of the second part
Witnesseth. That said parties of the first part, for and in consideration of the sum of

One Thousand 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 heirs and assigns forever, all of the following described tract, place, and parcel of land lying and situated in the County of Douglas and State of Kansas, to-wit:

All that portion of the following described tract lying East of the Railroad right of way: Beginning on the Quarter Section line at a point 822 feet North of the Southeast corner of the Northwest fractional quarter of Section 19, Township 12, Range 20, thence North 496 feet; thence West 557 feet to Railroad right of way; thence 100 feet across Railroad right of way; thence West to the Kansas River; thence in a southerly direction along the river bank to a place due West of the place of beginning; thence East 225 feet to the Railroad right of way; thence 100 feet across Railroad right of way; thence East 589 feet to place of beginning; containing in all 9.57 acres, more or less, less the 34/100 acres railroad right of way shown in Book 71, at page 571, and also less a tract 300 feet North and South by 150 feet East and West, beginning 1020 feet North of the Southeast corner of the Northwest fractional Quarter of said Section 19,

(This mortgage is second to a mortgage between John W. Hess and Effie L. Hess in favor of The Douglas County Building and Loan Association, in the sum of \$1500.00, which mortgage is recorded in Book 92 at page 614, also subject to assignment of rents between the same parties, and recorded in Book 161 at page 509, both of the records in the office of Register of Deeds of Douglas County, Kansas.)

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 heirs and assigns forever; PROVIDED ALWAYS, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

Whereas, the said John W. Hess and Effie L. Hess have this day executed and delivered their certain promissory note in writing to the party of the second part, payable at office of Reconstruction Finance Corporation as follows, to-wit: \$15.00 on the 27th day of February, 1952, and a similar sum on the 27th day of each and every month thereafter to and including the 27th day of July, 1957 and a final payment of \$10.00 on the 27th day of August, 1957, together with interest at the rate of three per cent per annum, computed monthly, and payable on the 27th day of February, 1952 and on the 27th day of each and every month thereafter. Said interest to commence on the 27th day of January, 1952, and continue until the full amount of principal is paid.

Now, If the said John W. Hess and Effie L. Hess shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according