44693 BOOK 100

MORTGAGE (42B)

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This Mortgage Made this 6th day of October in the year of Our Lord, One Thousand Nine Hundred and Fifty-one by and between

Walter J. Dolifka and Evelyn F. Dolifka, his 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 Five Hundred and no/100 ($1,500.00)- - - - 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, piece and parcel of land lying and situated in the County of Douglas and State of Kansas, to-wit:

Lots Nos. One (1), Two (2) and Three (3) in Addition No. Six (6), in that part of the City of Lawrence known as North Lawrence,

subject to a First Mortgage on the above described real estate to Marvin E. McKinney, in the amount of One Thousand Five Hundred and no/100 Dollars ($1,500.00), dated August 15, 1951, and recorded September 4, 1951, in Book 100, Page 382.

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 parties of the first part 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: $12.90 on March 6, 1952, and $12.90 on the 6th day of each month thereafter until a total of one hundred fifteen such monthly installments shall have been paid, followed by final payment of principal in the amount of $16.50 on October 6, 1961;

with interest on unpaid principal computed from February 6, 1952 at the rate of three percent per annum, payable monthly, beginning March 6, 1952

Now, if the said parties of the first part shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according

(Corp. Seal) By Charles H. Kopke, Vice President (formerly Commerce Trust Company)