

## MORTGAGE

(42B)

44902

BOOK 101

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This Mortgage Made this 15th day of October in the year of Our Lord, One Thousand Nine Hundred and fifty-one by and between Simon E. Owens and Bertha P. Owens,  
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  
Five Thousand and no/100 Dollars to them in hand paid by the said parties 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 or tracts, piece or pieces of land lying and situated in the County of Douglas and State of Kansas, to-wit:

A tract of 6 7/8 acres of land in the Northwest Quarter of the Southeast Quarter of Section 19, Township 12, Range 20, described as:

Beginning 49.14 rods South of the Northwest corner of said Northwest Quarter of Southeast Quarter of Section 19, thence East 70 rods; thence South 15.71 rods; thence West 70 rods; thence North 15.71 rods to the place of beginning, less the south 1 7/8 acres thereof, leaving a tract of five acres, more or less, also

Lots 142 & 144, in Block 45, West Lawrence; also

North half of Lots 7 and 8, in Addition 11, North Lawrence,

(This mortgage is second only to a first mortgage to The Lawrence National Bank, in the amount of \$2,300.00 dated Sep. 24, 1951, recorded Sep. 25, 1951, in Book 100 at page 480-1, of the records in the office of Register of Deeds of Douglas County, Kansas, covering all the above described real estate except Lots 142 and 144, Block 45, West Lawrence, Douglas County, Kansas, as to which this is a first mortgage)

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 Simon E. Owens and Bertha P. Owens 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, Kansas City, Missouri as follows, to-wit: \$43.10 on the 15th day of March, 1952, and \$43.10 on the 15th day of each and every month thereafter to and including the 15th day of September, 1961, and a final payment of \$43.50 to be paid on the 15th day of October, 1961, together with interest from the 15th day of February, 1952, at the rate of three per cent per annum, computed monthly, on the unpaid part of the principal and payable on the 15th day of March, 1952 and on the 15th day of each and every month thereafter until the principal indebtedness is paid in full.

Now, If the said Simon E. Owens and Bertha P. Owens, 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