

44856 BOOK 101

MORTGAGE

(42B)

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This Mortgage Made this 20th day of October in the year of Our Lord, One Thousand Nine Hundred and Fifty-one by and between

Robert F. Frakes and Mildred M. Frakes, 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 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 doth presents do grant, bargain, sell and convey unto the said party of the second part and to its 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 One (1) and Two (2) in Frazier's Subdivision of Lots 6 to 15, inclusive, of Addition Four (4) of that part of the City of Lawrence formerly known as North Lawrence,

subject to a First Mortgage to The Northwestern Mutual Life Insurance Company of Milwaukee, Wisconsin, dated March 29, 1948, and recorded May 28, 1948, in Book 94, Page 220, in the original amount of Eight Thousand Six Hundred and no/100 Dollars (\$8600.00)

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 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: \$15.00 on March 20, 1952, and \$15.00 on the 20th day of each month thereafter until a total of one hundred such monthly installments shall have been paid, final payment of principal shall be due and payable on June 20, 1960; with interest on the unpaid principal from February 20, 1952 at the rate of three percent per annum, payable monthly, beginning March 20, 1952.

Note: 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