

44850 BOOK 101

## MORTGAGE

(428)

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The Lane Printing Company, Kansas City, Kansas

This Mortgage Made this 27th day of October in the year of Our Lord, One Thousand Nine  
Hundred and Fifty-one by and between

Frank D. Marcellus and Ruby J. Marcellus, 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  
Seven Thousand Five Hundred and no/100 (\$7,500.00) 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, place,  
and parcel of land lying and situated in the County of Douglas and State of Kansas, to-wit:  
Lot Thirty-nine (39), Block Two (2), Babcock  
Place, an addition to the City of Lawrence.

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 in-  
strument 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: \$65.00 on March 27, 1952, and \$65.00 on the 27th day of  
each month thereafter until one hundred fourteen such monthly install-  
ments shall have been paid, followed by final payment of principal in  
the amount of \$90.00 on September 27, 1961;  
with interest on the unpaid principal from February 27, 1952 at the  
rate of three percent per annum, payable monthly, beginning March 27,  
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