

44851 BOOK 101

MORTGAGE

(42B)

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This Mortgage Made this 29th day of October in the year of Our Lord, One Thousand Nine Hundred and fifty-one by and between Idell H. Davis, also known as Idell Elaine Davis, and Raymond Edward Davis, her husband,

of the County of Douglas and State of Kansas part 100 of the first part, and Reconstruction Finance Corporation

part 100 of the second part

Witnesseth. That said part 100 of the first part, for and in consideration of the sum of Fifteen Hundred and no/100 Dollars to them in hand paid by the said part 100 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 part 100 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: Lot 23 in Addition No. 11, in that part of the City of Lawrence known as North Lawrence.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said part 100 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 Idell H. Davis and Raymond Edward Davis have this day executed and delivered their certain promissory note in writing to the part 100 of the second part, payable at office of Reconstruction Finance Corporation, Kansas City, Missouri as follows, to-wit: \$30.00 on the 29th day of March, 1952, and \$30.00 on the 29th day of each and every month thereafter to and including the 29th day of August, 1951, together with interest from the 29th day of February, 1952 at the rate of three per cent per annum, computed monthly on the unpaid balances, and payable on the 29th day of March, 1952 and on the 29th day of each and every month thereafter until the principal indebtedness is paid in full.

Now, If the said Idell H. Davis and Raymond Edward Davis shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according