404 Reg. No. 9905 Fee Paid \$13.75

> This Mortgage, made the Sixteenth day of October , A.D. 19 53 , Between OAYLE D. HOTT and MAXINE HOTT, his wife,

51.028

BOOK 105

of the County of Douglas , and State of Kansas, part ies of the first part, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a Corporation of the State of New Jersey, Newark, New Jersey,

rty of the second part, justly indebted to the said of the first part are eth: That whereas the said parties THE PRUDENTIAL INSURANCE COMPANY OF AMERICA for money borrowed in the sum of FIVE THOUSAND FIVE HUNDRED AND NO/1000 --------to secure the payment of which they have executed their promissory note, of even date herewith, payable in Sami- annual payments, the first payment of ONE HUNDRED AND NO/100- - - - - Dollars April day of , 19 54, and a like amount First being payable on the being payable Semi- annually thereafter, and the final payment, which shall be for the full amount of the balance due on said note, being payable on the First day of October , 19 68, Dollars bears interest Semiannually, on the First at the rate in said note set forth, payable day of April and October of each year.

Said note provides that both principal and interest bear interest after maturity or upon any default in the payment of principal and/or interest at the rate of ten per cent. per annum, and said note is made payable to the order of said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA at its office in the city of Newark, New Jersey , or at such other place as the holder thereof may designate in writing, in lawful money of the United States of America.

Now, therefore, this Indenture Witnesseth: That the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the County of <u>Douglas</u> and State of Kansas, to wit:

The North Half (N_{2}^{1}) of the Northeast Quarter $(1E_{1}^{1})$ of Section Twenty-nine (29), Township Thirtsen (13) South, Range Twenty (20) East of the Sixth Principal Meridian subject to right-of-way for a road one (1) rod wide along the West end of the South ten (10) acres.