

51045

BOOK 105

**This Mortgage**, made the 17th day of December, A. D. 1953,

Between ROBERT W. HESS, a single man,

of the City of Lawrence  
in the County of Douglas, and State of Kansas,

party of the first part, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA  
a body corporate, existing under and by virtue of the laws of New Jersey, and having its chief office in the  
City of Newark and State of New Jersey, party of the second part,

Witnesseth: That whereas the said party of the first part is justly indebted to

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA for money borrowed in the sum of  
TEN THOUSAND AND NO/100 ----- (\$10,000.00) DOLLARS,

to secure the payment of which he has executed his promissory note, of even date herewith,  
for the principal sum of TEN THOUSAND AND NO/100 -----

----- (\$10,000.00) DOLLARS,

with interest from date, until maturity, at the rate in said note set forth; being an instalment note by the terms of

which the said party of the first part agrees to pay to THE PRUDENTIAL INSURANCE COMPANY OF  
AMERICA, or order,

the principal and interest in monthly instalments as follows, namely:

Beginning on the 15th day of January, 1954, and on the 15th  
day of each month thereafter the sum of Sixty-six and No/100 ----- (\$66.00) Dollars and  
the balance of said principal sum due and payable on the 15th day of December,  
1973. The aforesaid monthly payments of Sixty-six and No/100 ----- (\$66.00)  
Dollars each are to be applied first to interest at the rate as aforesaid on the principal sum of Ten Thousand and  
No/100 ----- (\$10,000.00) Dollars,  
or so much as shall from time to time remain unpaid, and the balance of each monthly instalment shall be applied  
on account of principal.

Said note provides that if any of the principal and interest is not paid when due, all of the unpaid principal  
and interest then accrued shall thereafter bear 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 party 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, does 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 City of Lawrence  
in the County of Douglas and State of Kansas, to wit:

The South 70 Feet of the North 127.5 Feet of Lot Three (3)  
in Block Ten (10) in HILLCREST ADDITION, an Addition to the  
City of Lawrence.