

53674 BOOK 107

This Mortgage, made the Ninth day of October, A. D. 1954.

Between RILEY R. WHEARTY and MARGARET F. WHEARTY, husband and wife

of the city of Lawrence

in the County of Douglas, and State of Kansas,

part 1st 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 part 1st of the first part are justly indebted to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA for money borrowed in the sum of

THIRTEEN THOUSAND FIVE HUNDRED AND NO/100 ----- DOLLARS,
to secure the payment of which they have executed their promissory note, of even date herewith,
for the principal sum ofTHIRTEEN THOUSAND FIVE HUNDRED AND NO/100 ----- 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 part 1st of the first part agree to pay to THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA, or order,

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

Beginning on the Fifteenth day of November, 1954, and on the Fifteenth day of each month thereafter the sum of EIGHTY SEVEN AND 35/100 ----- Dollars and the balance of said principal now due and payable on the Fifteenth day of October, 1954. The aforesaid monthly payments of EIGHTY SEVEN AND 35/100 Dollars each are to be applied first to interest at the rate as aforesaid on the principal sum of THIRTEEN THOUSAND FIVE HUNDRED AND NO/100 ----- Dollars, or so much as shall from time to time remain unpaid, and the balance of each monthly instalment shall be applied as aforesaid to 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, the undersigned Witnesseth: That the said part 1st 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 terms 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 city of Lawrence in the County of Douglas and State of Kansas, to wit:

Lot No. 9 in Block 12, in Hillcrest Addition an Addition to the City of Lawrence, in Douglas County, Kansas