

53715 BOOK 107

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

Between FREAS W. BRITTINGHAM AND MOSSELENE BRITTINGHAM, his wife

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

parties 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 parties of the first part are justly indebted to THE PRUDENTIAL  
INSURANCE COMPANY OF AMERICA

for money borrowed in the sum of

TWELVE THOUSAND AND NO/100 ----- DOLLARS,

to secure the payment of which they have executed their promissory note, of even date herewith,  
for the principal sum of TWELVE THOUSAND 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 parties 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 Seventy-Seven and 64/100 ----- Dollars and  
the balance of said principal sum due and payable on the Fifteenth day of October  
1974. The aforesaid monthly payments of Seventy-Seven and 64/100 -----  
Dollars each are to be applied first to interest at the rate as aforesaid on the principal sum of Twelve Thousand  
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  
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 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 City of Lawrence  
in the County of Douglas and State of Kansas, to wit:

That part of Lot 7, Block 6, in Hillcrest Addition, an Addition to the  
City of Lawrence, Douglas County, Kansas, more particularly described  
as follows: Beginning at the Southwest corner of Lot 7, Block 6 of  
Hillcrest Addition, thence Northeasterly along the West line of said  
lot 7, 104.16 feet; thence East 113.07 feet to the East line of said  
Lot 7; thence Southwesterly along the East line of said Lot 7, 82.46  
feet; thence Southwesterly along an arc of 25' radius 37.93 feet;  
thence West 85.07 feet to the point of beginning.