V. identical persons described in and who executed the foregoing mortgage deed and duly-acknowledged the execution of the same to be their voluntary act and deed. In Testimony Whereof, I have hereunto usubscribed my name and affixed my official 601 seal on the day and year last above written. My commission expires Oct 25, 1913. (SEAL) J. C. Wise, Notary Putlic, Douglas County, Kansas. Hayd L Lawrence

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Register of Deeds.

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RECORDED OCTOBER 7, 1911: AT 9.30 A.N.

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THIS MORTGAGE, Made the 20th day of September A.D. 1911 between Mary E. Balch and Charles C. Balch, her husband, of 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 pattles of the first party are justly indebted  ${\mathfrak S}$  to the said The Prudential Insurance Company of America for money borrowed in the sum of Twenty eight hundred dollars to secure the payment of which they have executed their promissory note of even date herewith, psyable on the 29th day of September A.D. 1916, being principal note, which note bears interest from Sept. 29th 1911 at the rate of 5 per cent per annum; payable semi-annually, and evidenced by 10 interest notes of even date therewith, thereto attached. All of said notes are executed by the said parties of the first part and bear interest after maturity at the rate of ten per cent per annum, payable annually, until paid, and are made payable to the order of the said The Prudential Insurance Company of America, at its office in Newark New Jersey.

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 tanor and effect of the said promissory notes 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 follwoing described lands and premises, situated and being in the County of Douglas and State of Kansas, to-wit: The West Half ( $W_2^1$ ) of the South East Quarter (SE1) of section sixteen (16) in Township Fifteen (15) South, of Range Twenty-one (21) East of the Sixth Principal Meredian, containing in all Eighty (80) C. And the said parties of the first partexpressly agree to pay the said notes promptly as they become due and to pay all taxes and assessments against said premises when they become due; and agree that when any taxes or assessments shall be made upon said loan, or upon seid party of the second part or assigns, on account of said loan, either by the State of Kansas, or by the County or Town wherein said land is situated, the parties of the first part will pay such taxes or sseesments when the same become due and psyable; and that they will keep the buildings upon the above described