

3167-4 BOOK 92

This Mortgage, made the first day of March A. D. 19 47.Between RALPH B. COOLEY and MYRTLE E. COOLEY, his wifeof the County of Douglas and State of Kansas.parties of the first part, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a Corporation existing under and by virtue of the laws of the State of New Jersey, and having its principal office in the City of Newark, in said State

party of the second part,

Witnesseth: That whereas the said parties of the first part are justly indebted to the said

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 TWELVE THOUSAND and No/100 Dollars,payable in semi-annual payments, the first payment of ONE HUNDRED & No/100 Dollarsbeing payable on the first day of September, 19 47, and a like amountbeing 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 March, 19 62,

which said sum of

TWELVE THOUSAND and No/100 Dollars bears interestat the rate in said note set forth, payable semi-annually, on the firstday of March and September 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 inNewark, 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 Douglas and State of Kansas, to wit:

The North Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) and the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-three (33) except a Five (5) acre tract conveyed to O. E. Daniels by deed recorded in Book 119, Page 565, to-wit: Beginning at the Northwest Corner of the Northwest Quarter (NW $\frac{1}{4}$) of said Section Thirty-three (33), thence East Twenty (20) rods, thence South Forty (40) rods, thence West Twenty (20) rods, thence North Forty (40) rods to place of beginning, all in Township Twelve (12) South, Range Nineteen (19) East of the Sixth Principal Meridian, containing Two Hundred Thirty-five (235) acres, more or less, subject to easements for pole line and pipe line.