

32368 BOOK 92

This Mortgage, made the 28th day of May, A. D. 1947.

Between

IRENE F. WAGNER AND WALTER S. WAGNER, her husband

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, 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

SIX 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

. SIX 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 15th day of July, 1947, and on the 15th
day of each month thereafter the sum of Thirty-seven and 98/100 Dollars and
the balance of said principal sum due and payable on the 15th day of June
19 67. The aforesaid monthly payments of Thirty-seven and 98/100
Dollars each are to be applied first to interest at the rate as aforesaid on the principal sum of
. SIX 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 part of the principal or 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:

Lot Twenty-Two and the East half of Lot Twenty-Three in Learnard's Sub-
division of Block five in South Lawrence, an Addition to the City of Lawrence,
Douglas County, Kansas.