

33436 BOOK 92

**This Mortgage**, made the thirty-first day of July, A. D. 1947.

Between WILLIAM T. TIETJENS and ESTELLA MAE TIETJENS, his wife,

of 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 FIVE THOUSAND -----

----- DOLLARS,

to secure the payment of which they have executed their promissory note, of even date herewith for FIVE THOUSAND ----- Dollars,

payable in ----- annual payments, the first payment of ONE HUNDRED FIFTY ----- Dollars

being payable on the first day of August, 1948, and a like amount

being payable ----- 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 August, 1962.

which said sum of FIVE THOUSAND -----

----- Dollars bears interest

at the rate in said note set forth, payable ----- annually, on the first

day of August ----- 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 in

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 County of Douglas, and State of Kansas, to wit:

The Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Thirty-two (32), and the East Half (E $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Thirty-two (32), all in Township Fourteen (14) South, Range Nineteen (19) East of the Sixth (6th) Principal Meridian, containing One Hundred Twenty (120) acres, more or less, subject to public roads as now located,