

31056 BOOK 89

KW
This Mortgage, made the seventh day of January A.D. 1947.

Between HARRY W. PRIM and MARIE PRIM, 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 EIGHT THOUSAND FIVE HUNDRED ----- DOLLARS.

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

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

being payable on the first day of July, 1947, and a like amount

being 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 January, 1962.

which said sum of EIGHT THOUSAND FIVE HUNDRED ----- Dollars bears interest

at the rate in said note set forth, payable semi-annually, on the first day of January and July 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 party 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^{1/4}) of Section Four (4) and the Southeast Quarter (SE^{1/4}) of Section Five (5), all in Township Fifteen (15) South, Range Eighteen (18) East of the Sixth (6th) Principal Meridian, containing Three Hundred Twenty (320) acres, more or less.