

34684 BOOK 163

This Mortgage, made the seventeenth day of February A. D. 1948.
Between VERL COOLEY and GERTRUDE COOLEY, his wife,

of the County of Pottawatomie, and State of Kansas,
parties of the first part, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a corporation
of the State of New Jersey, Newark, New Jersey,

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 SIX THOUSAND FIVE HUNDRED

DOLLARS,

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

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

being payable on the first day of February, 1949, 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 February, 1968,

which said sum of SIX THOUSAND FIVE HUNDRED

Dollars bears interest

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

day of February of each year.

Said note provides that both principal and interest bear interest after maturity or upon any default in the pay-
ment 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:

Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-four (34),
Township Twelve (12) South, Range Nineteen (19) East, of
the Sixth Principal Meridian.