

34751 Book 93

This Mortgage, made the 4th day of March, A. D. 1948.

Between ROY EDWARD DAVIS AND MAXINE DAVIS, his wife

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

TEN THOUSAND FIVE HUNDRED 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

TEN THOUSAND FIVE HUNDRED 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 April, 1948, and on the 15th

day of each month thereafter the sum of Sixty-three and 63/100 Dollars and

the balance of said principal sum due and payable on the 15th day of March

19 68. The aforesaid monthly payments of Sixty-three and 63/100

Dollars each are to be applied first to interest at the rate as aforesaid on the principal sum of

TEN THOUSAND FIVE HUNDRED 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 ^{four} and ~~interest thereon~~ shall thereafter bear interest at the rate of ~~3%~~ 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 No. Four (4), in Learnard's Subdivision of a portion of Block Five (5), in South Lawrence, in the City of Lawrence, lying, and being in the County of Douglas, State of Kansas.