

35204 Book
This Mortgage, made the twentieth day of April A. D. 19 48.

Between WILLIAM HARVEY FAUST and PEARL L. FAUST, 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 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 ----- DOLLARS,

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

payable in semi-annual payments, the first payment of TWO HUNDRED ----- Dollars being payable on the first day of October, 19 48, 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 April, 19 63,

which said sum of SIX THOUSAND ----- Dollars bears interest

at the rate in said note set forth, payable semi-annually, on the first day of April and first day of October of each year.

Said note provides that both principal and interest thereon shall be paid 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 (SW¹/₄) of Section Thirty-two (32), Township Eleven (11) South, Range Eighteen (18) East of the Sixth Principal Meridian, less One (1) Acre for Church out of Southwest Corner described in deed recorded in Book Sixty-four (64), page One Hundred Fifty and One Hundred Fifty-one (150-151), and less three (3) Acres, more or less, for school out of the Southeast Corner further described in deeds recorded Book Fourteen (14), Page Four Hundred Seventy-nine (479); Book Sixty-two (62), Page One Hundred Forty-three (143), and Book One Hundred-eleven (111), Page Four Hundred Twenty-five (425), containing One Hundred Fifty-six (156) Acres, more or less, subject to pipe line.

This mortgage secures a loan guaranteed under Section 502 of the Servicemen's Readjustment Act of 1944, as amended, and Regulations issued under the Act and in effect on the date that this loan is submitted and accepted or approved for guaranty shall govern the rights, duties and liabilities of the parties to such loan, and any provisions of the loan instruments inconsistent with such Regulations are hereby amended and supplemented to conform thereto.