

36039 BOOK 94

This Mortgage, made the twenty-seventh day of July A.D. 1948.

Between A. L. SHAKER and DOROTHY E. SHAKER, his wife,

of the County of Shawnee, 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 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 as set forth in said note below

being payable the same day of the month next ensuing

and every year 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, 1958.

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:

Southeast Quarter (SE^{1/4}) of Section Seven (7),
Township Twelve (12) South, Range Eighteen (18)
East, of the Sixth Principal Meridian, except
traveled road.