

3623 BOOK 94

This Mortgage, made the seventeenth day of August A. D. 1948.

Between H. LYLE WEEKS AND CLA LOUISE WEEKS, 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 THREE THOUSAND FIVE HUNDRED ----- DOLLARS,

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

payable in ----- annual payments, the first payment of ONE HUNDRED ----- Dollars being payable on the First day of December, 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 December, 1963.

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

at the rate in said note set forth, payable annually on the first day of December ----- 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:

The East Half (E $\frac{1}{2}$) of the Northwest fractional Quarter of Section Thirty (30), and the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) Section Nineteen (19), all in Township Thirteen (13) South, Range Twenty-one (21) East of the Sixth Principal Meridian, subject to 12 foot roadway along the East (E) side of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$).