

36600 BOOK 94

This Mortgage, made the 13th day of October, A. D. 1948.

Between

WILLIAM A. McQUARY AND JESSIE M. McQUARY, his wife

of the City of Lawrence

in the County of Douglas

, and State of Kansas,

part 1st 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

FIVE THOUSAND SEVEN 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 FIVE THOUSAND SEVEN 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 November, 1948, and on the 15th

day of each month thereafter the sum of FORTY-FIVE AND 09/100 ----- Dollars and

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

1963. The aforesaid monthly payments of FORTY-FIVE AND 09/100 -----

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

FIVE THOUSAND SEVEN 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 of the principal and interest is not paid when due, all of the unpaid principal and interest then accrued shall thereafter bear 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 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 2 in Block 6 in University Place, an Addition to the

City of Lawrence, Douglas County, Kansas.