

This Mortgage, made the 8th day of January, A. D. 1949

Between

BURTON W. MARVIN AND MARGARET M. MARVIN, 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

SEVEN 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 SEVEN 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 February, 1949, and on the 15th

day of each month thereafter the sum of FORTY-NINE AND 50/100 -----Dollars and

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

19 69. The aforesaid monthly payments of FORTY-NINE AND 50/100 -----

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

SEVEN 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 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:

Lots Number Three (3), Four (4) and Five (5), in West

Manor, in Given Court, an Addition to the City of

Lawrence in Douglas County, Kansas.

And the said parties of the first part expressly agree to pay all instalments of principal and interest of said note promptly as they become due, and to pay all taxes, and assessments of every type or nature against said premises when they become due; and that they will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the party of the second part, in some solvent incorporated insurance company or companies approved by the said party of the second part for a sum satisfactory to and for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein or assigns, and deliver the said policy or policies to the party of the second part or assigns, as collateral security for the debt hereby secured.