

37608 BOOK 95

SECOND MORTGAGE

This Mortgage, made the 22nd day of March, A. D. 19 49,

Between

DELMAR W. BERRY (also known as DELMAR WOOD BERRY) and
ARLENE L. BERRY, 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

ONE THOUSAND TWO 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 -----

ONE THOUSAND TWO 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 first day of May, 19 49, and on the first
day of each month thereafter the sum of SEVEN AND 27/100 ----- Dollars and
the balance of said principal sum due and payable on the first day of April
19 69. The aforesaid monthly payments of SEVEN AND 27/100 -----
Dollars each are to be applied first to interest at the rate as aforesaid on the principal sum of -----
ONE THOUSAND TWO 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 thereon shall thereafter bear interest at the rate of ^{four} 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 Nineteen, (19), in FAIRGROUNDS ADDITION; an
Addition to the City of Lawrence, Douglas County,
Kansas.