

38332 BOOK 95

This Mortgage, made the 17th day of June, A. D. 1919.

Between RUDOLPH R. BLACK (also known as Rudolph Russell Black) AND GENEVIEVE D. BLACK,
 HIS WIFE

of the City of Lawrence

in the County of Douglas, and State of Kansas,

part first of the first part, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

party of the second part.

Witnesseth: That whereas the said part first of the first part are justly indebted to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA for money borrowed in the sum of ONE THOUSAND SIX 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 SIX 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 part first 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 August, 1919, and on the first day of each month thereafter the sum of NINE AND 70/100. Dollars and the balance of said principal sum due and payable on the first day of July 1919. The aforesaid monthly payments of NINE AND 70/100. Dollars each are to be applied first to interest at the rate as aforesaid on the principal sum of ONE THOUSAND SIX 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 ^{four} ~~one~~ 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 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 part first 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:

The South Ten (10) feet of the East One Hundred Sixty Five (165) feet, less the East Forty (40) feet thereof of Lot Three (3), and the North Forty Five (45) feet of the East One Hundred Sixty Five (165) feet, less the East Forty (40) feet thereof of Lot Four (4) all in Block Six (6), South Lawrence; an Addition to the City of Lawrence, Douglas County, Kansas.