

4103
38355 BOOK 95

This Mortgage, made the twenty-eight day of June A. D. 1949.

Between KARL F. NIERRUGGE and HYACINTH E. NIERRUGGE, 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, in 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 - - - - -

EIGHT THOUSAND - - - - - DOLLARS,

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

payable in semi - annual payments, the first payment of ONE HUNDRED - - - - - Dollars

being payable on the first day of November, 1949, and a like amount

being payable semi - 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 May, 1969,

which said sum of - - - - - Dollars bears interest

at the rate in said note set forth, payable semi - - annually, on the first

day of May and November 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 Southwest Quarter (SW_{1/4}) of Section
Twenty-eight (28), Township Fourteen (14)
South, Range Nineteen (19) East of the Sixth
Principal Meridian.