

3849 BOOK 96

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

Between W. A. OWEN and WINCY A. OWEN, his wife

of the County of Stanton and State of Kansas

part 1es 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 part 1es of the first part are justly indebted to the said

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

for money borrowed in the sum of DOLLARS,

TEN THOUSAND DOLLARS, to secure the payment of which they have executed their promissory note, of even date herewith

for TEN THOUSAND Dollars, payable in semi-annual payments, the first payment of TWO HUNDRED FIFTY Dollars

being payable on the first day of February, 1950, 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 August, 1959.

which said sum of TEN THOUSAND Dollars bears interest

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

day of February and August of each year.

Said note provides that both principal and interest bear interest after maturity or upon any default; in the pay-

ment 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 part 1es 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 Southeast Quarter (SE^{1/4}) of Section Twenty-three (23), Township Thirteen (13) South, Range Nineteen (19) East of the Sixth Principal Meridian.