

39781

BOOK 97

THIS INDENTURE, made this 10th

day of

January

1950.

WITNESSETH that

PERRY KITSMILLER AND MARTHA KITSMILLER, HIS WIFE,

of the County of Douglas  
State of Kansas, hereinafter called "Grantor", whether one or more,  
does hereby mortgage to Phoenix Mutual Life Insurance Company, a Connecticut corporation, with its  
principal office in Hartford, Connecticut, hereinafter called "Phoenix", the following described land  
situated in the County of Douglas, State of Kansas, to wit:

The Southeast Quarter (SE $\frac{1}{4}$ ) of Section Nine  
(9); and a tract of land described as fol-  
lows: Commencing at the northwest corner of  
the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Ten  
(10), thence south thirty-one (31) rods,  
thence east twenty-three and five tenths  
(23.5) rods, thence north twenty-six (26)  
rods and thirteen (13) feet, thence east  
eight and five tenths (8.5) rods, thence  
north fifty-seven and six tenths (57.6)  
rods, thence westerly to the west line of  
said section, thence south fifty-eight and  
thirty-two hundredths (58.32) rods to the  
place of beginning, excepting therefrom the  
following described tract of land: Begin-  
ning at a point four (4) rods three and one-  
half (3 $\frac{1}{2}$ ) feet south of the northwest corner  
of the Southwest Quarter (SW $\frac{1}{4}$ ) of said Section  
Ten (10), thence south twenty-six (26) rods  
and thirteen (13) feet, thence east twenty-  
three and five tenths (23.5) rods, thence  
north twenty-six (26) rods and thirteen (13)  
feet, thence west twenty-three and five  
tenths (23.5) rods to the place of beginning;  
and also the Southeast Quarter (SE $\frac{1}{4}$ ) of the  
Northeast Quarter (NE $\frac{1}{4}$ ) of Section Eleven (11);  
all of the above land being in Township Thirteen  
(13), of Range Twenty (20), and containing in  
all two hundred twelve (212) acres, more or  
less,

together with all the buildings, improvements and fixtures which are now on or hereafter may be  
erected on said land, and all the tenements, hereditaments, privileges and appurtenances thereunto  
belonging or in anywise appertaining, all of which said property is hereafter called "the premises".

This mortgage is given to secure the payment to Phoenix, at its principal office in Hartford,  
Connecticut, of the sum of \* \* \* Seven Thousand and No/100 \* \* \* Dollars (\$7,000.00 )  
as follows:

\$150.00 due August 1, 1950	\$150.00 due August 1, 1955
150.00 due February 1, 1951	150.00 due February 1, 1956
150.00 due August 1, 1951	150.00 due August 1, 1956
150.00 due February 1, 1952	150.00 due February 1, 1957
150.00 due August 1, 1952	150.00 due August 1, 1957
150.00 due February 1, 1953	150.00 due February 1, 1958
150.00 due August 1, 1953	150.00 due August 1, 1958
150.00 due February 1, 1954	150.00 due February 1, 1959
150.00 due August 1, 1954	150.00 due August 1, 1959
150.00 due February 1, 1955	4,150.00 due February 1, 1960,

according to the terms of a promissory note executed of even date herewith by Grantor, and in  
accordance with prepayment privilege as specified in said note; and