

40380 BOOK 98

This Mortgage, made the third day of April, A.D. 1950

Between MARK O. GREEN and HARRY GREEN, her husband

of the County of Douglas, and State of Kansas,

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

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

for money borrowed in the sum of

SIX THOUSAND ----- (\$6,000.00) - DOLLARS,

to secure the payment of which they have executed their promissory note, of even date herewith, for the principal sum of

SIX THOUSAND ----- Dollars,

payable in semi - annual payments, the first payment of ONE HUNDRED - - - - Dollars being payable on the first day of April, 1955, 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 April, 1960, which said sum of

SIX THOUSAND ----- Dollars bears interest

at the rate of said note set forth, payable semi - annually on the first day of April and October 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 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 part 1st 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 terms 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 SE $\frac{1}{4}$ of Section 33, Township 13 South, Range 18 East of the 6th P.M., less the following tract of land, commencing at a point 32 rods S. of the NW corner of the SE $\frac{1}{4}$ of Section 33; thence Southeastly up center of Rock Creek about 20 rods to a point 12 rods E. on the quarter section line between the SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of said Section 33; thence Southwestly up center of said creek to the W. line of said SE $\frac{1}{4}$; thence N. on said W. line to place of beginning, containing 1.75 acres, more or less. Also commencing 40 rods from the S.E. corner of the E. line of the SW $\frac{1}{4}$ of Section 33, Township 13 South, Range 18 East of the 6th P.M.; thence W. to center of Rock Creek; thence down said creek to Chas. Wright's land recorded in Book A, Page 153; a point 80 rods S. of the N. line of said quarter section; thence E. to the E. line of said quarter section; thence S. 40 rods to place of beginning, containing 17 acres, more or less. Also commencing at a point 80 rods N. of the Southeast corner of the SW $\frac{1}{4}$ of Section 33, Township 13 South, Range 18 East of the 6th P.M., thence W. to channel of Rock Creek; thence down center of said creek to the East line of said quarter section, thence S. on said quarter section line to place of beginning, containing 5 acres, more or less. Also commencing at the N.E. corner of the SE $\frac{1}{4}$ of Section 33, Township 13 South, Range 18 East of the 6th P.M., thence W. 29 rods to middle of Rock Creek; thence up center of said creek to a point in the E. line of said quarter section, thence N. to place of beginning, containing 4 acres. Also