

40585 BOOK 98

This Mortgage, made the fifth day of May, A.D. 1950,

Between MABEL E. HOERNER, a widow -----

of the County of Saline, and State of Kansas,

part y 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 y of the first part is justly indebted to the said

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

for money borrowed in the sum of

FIVE THOUSAND ----- (\$5,000.00) - DOLLARS,

to secure the payment of which she has executed her promissory note, of even date herewith,

for the principal sum of

FIVE THOUSAND ----- Dollars,

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

being payable on the first day of December, 1950, and a like amount

being payable ----- 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 June, 1965,

which said sum of

FIVE THOUSAND ----- Dollars bears interest

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

day of June and December 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 y 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 es 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 East Half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$)
of Section Twenty-seven (27), Township Fourteen (14),
South, Range Nineteen (19) East of the Sixth (6th) Principal Meridian.