

42977 BOOK 99

This Mortgage, made the sixteenth day of January, A.D. 19 51.

Between RUDOLPH J. BROTHESON and GRACE A. BROTHESON, 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

TEN THOUSAND and No/100 ----- (\$10,000.00) - DOLLARS.

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

for the principal sum of

TEN THOUSAND ----- Dollars,

as set forth in said promissory note

payable in ----- annual payments/the first payment

being payable on the first day of March, 19 52, and ~~payment~~

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 March, 19 66.

which said sum of

TEN THOUSAND ----- Dollars bears interest

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

day of March ~~and~~ 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 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 Northwest Quarter (NW¹/₄) of Section Nine (9),
Township Twelve (12) South, Range Twenty (20) East of the
Sixth (6th) Principal Meridian, less a five (5) acre tract
described as follows: Beginning at the Northwest corner of
the Northwest Quarter of said Section Nine (9), thence East
40 rods, thence South 20 rods, thence West 40 rods, thence
North 20 rods to the place of beginning.