45544 BOOK 101

1

This Mortgage, made the fourth day of February , A.D. 19 52 , Between WALTER V. LINDHOLM and SARAH W. LINDHOLM, 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, Newark, New Jersey,

party of the second part, are Witnesseth: That whereas the said part 1es of the first part justly indebted to the said THE FRUDENTIAL INSURANCE COMPANY OF AMERICA for money borrowed in the sum of FIVE THOUSAND ---------to secure the payment of which they have executed their promissory note, of even date herewith, for the principal sum of FIVE THOUSAND ------ - - - - Dollars, payable in -- annual payments, the first payment of ONE HUNDRED FIFTY ---- Dollars being payable on the first day of March , 19 53, and a like amount being payable - annually thereafter, and the final payment, which shall be for the full amount of the first March balance due on said note, being payable on the day of . 19 67 - - - - - - - - Dollars bears interest at the rate in said note set forth, payable semi- annually, on the first day of March and September 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 FRUDENTIAL 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 Winesseth: 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 Northeast Quarter (NE4) of Section Sixteen (16), Township Fifteen (15) South, Hange Mineteen (19) East of the Sixth Principal Meridian.