

52106 BOOK 106

**MORTGAGE**  
(KANSAS)

THIS MORTGAGE made.....April 29....., 19..54..., by and between

DONALD HOWARD McCONNELL and BERTIE GRACE McCONNELL, his wife

hereinafter  
(jointly and severally, if more than one) called "Mortgagor" and referred to in the masculine singular, and  
THE PRUDENTIAL INVESTMENT COMPANY, a corporation  
hereinafter called "Mortgagee" (which designations shall include the respective successors in interest of the parties hereto);

**WITNESSETH:**

THAT MORTGAGOR, in consideration of the indebtedness evidenced by the promissory note herein-  
after referred to, hereby MORTGAGES, CONVEYS AND WARRANTS to Mortgagee the following de-  
scribed real property in.....Lawrence..... County of.....Douglas.....  
State of Kansas:

The North 52½ feet of Lot Five (5), and the  
South 14.88 feet of Lot Six (6), (said footage  
to be measured on the West line of said Lots),  
in Block Ten (10) in Hillcrest Addition, an  
Addition to the City of Lawrence, Douglas County,  
Kansas, subject to reservations, restrictions  
and easements of record.

Together with all rights, privileges, easements and appurtenances attaching or belonging thereto, and the  
rents, issues and profits thereof, and all buildings, improvements, and fixtures now or hereafter erected or  
installed thereon, including without affecting the generality of the foregoing the following items which are  
now permanently affixed to the improvements on the above described real property, and together with all  
renewals, replacements and substitutions of such items, all of which shall be deemed to be real property  
and a part of that above described, such entire property being herein collectively called "the premises":  
Affixed items:

TO HAVE AND TO HOLD THE SAME UNTO MORTGAGEE FOREVER; PROVIDED, HOWEVER,  
that this mortgage is given to secure payment of the indebtedness evidenced by (a) a certain promissory note  
of Donald Howard McConnell and Bertie Grace McConnell, for \$9,150.00, dated  
April 29, 1954, payable to Mortgagee or order, in installments as therein provided,  
with final maturity on April 29, 1955, together with interest as provided therein,  
or (b) any extension or renewal thereof, and to secure performance of each and every obligation set out  
therein or herein or in any other instrument given to secure such indebtedness, or in the application for  
the loan evidenced by said note, or in any agreement by Mortgagor with Mortgagee for the construction  
or repair of any building, improvement or fixture on the premises; if Mortgagor shall so pay or cause to  
be paid all indebtedness and interest evidenced by said note or hereby secured and perform or cause to be  
performed each and every other obligation of Mortgagor herein or in said note or other instrument or  
instruments contained, then this mortgage shall be released according to law and at Mortgagor's expense,  
but otherwise shall remain in full force and effect.

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