

53155 BOOK 106

**MORTGAGE**  
(KANSAS)

THIS MORTGAGE made August 9, 1954, 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 described real property in Lawrence, County of Douglas, State of Kansas:

The South 66.5 feet of the North 125.66 feet of Lot Six (6), (said footage to be measured on the West line of said lot), 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, his wife, for \$ 9,000.00 dated August 9, 1954, payable to Mortgagee or order, in installments as therein provided, with final maturity on August 9, 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.