P. I. C. Loan Number

## 78464 BOOK 129 KANSAS MORTGAGE

day of October

. 1961

CARL HIRD, JR. and IRENE M. HIRD, his wife

of the County of Douglas .State of Kames, hereinafter called Murtgagor, and THE PRUDENTIAL INSURANCE COMPARY OF AMERICA
a body corporate, santing under and by virtue of the law of Hew Jersey .Americanter called Mortgagos.

Hewark .State of New Jersey .hereinafter called Mortgagos.

Witnesseth: That whereas Mortgagor is justly indebted to Mortgagos for money borrowed in the principal sum of

TELLVE THOUSAND FIVE HUNDRED and NO/100 - - - DOLLARS, to secure the payment of which Mortgager has executed one promissory note, of even date herewith, payable to the order of Mortgages at its office aforesaid or at such other place as the holder thereof may designate in writing, said principal sum being payable as set forth in said note with interest at the rate set forth therein, the halance of said principal sum with interest thereon naturing and being due and payable on the first day of Ortober 1986, to which note reference is horely made.

Now, Therefore, This Indenture Witnesseth: That Mortgage, in consideration of the premises, and for the purpose of securing (1) payment of said indebtedness as in said note provided, (2) payment of all other moneys secured hereby and (3) the performance of all the covenants, conditions, stipulations and agreements herein contained, does by these presents mortgage and warrant unto Mortgages, its successors and assigns forever, all the following described property, lands and premises, situated and being in the County of Douglas and State of Kansas, to wit:

Lot Two (2), in Block Three (3), in HOLIDAY HILLS, an Addition to the City of Lawrence, Douglas County, Kansas

together with the tenements, hereditaments and appurtenances thereunto belonging, and vacated public streets or property reverting thereto, and all flatures now or hereafter attached to or used or useful in connection with the premises described herein, and in addition thereto the following appliances, furnishings and equipment, which are, and shall be desired to be, fixtures and a part of the reality, and are a portion of the accuraty of the indebtedness herein mentioned:

and all the rents, issues and profits thereof (all said property being herein referred to as "the premises").

As further security for payment of said indebtedness and performation of Mortgagor's obligations, covenants and agreements herein contained, Mortgagor bereby transfers, so to over and assigns to Mortgagor's obligations, covenants and agreements

a. All rents, profits, revenues, royalties, homess, rights and benefits under any and all oil, gas or mineral leases of the premises or any part thereof, now existing or hereafter linded, with the right to receive and receipt therefor and apply the same to said indebtedness either before or after any default hereunder, and Mortgagoe may demand, sue for and recover any such payments but shall not be required so to do.