

84599 BOOK 134

**Kansas Mortgage**

This Mortgage, Made this Twenty-First day of June in the  
year of Our Lord One Thousand Nine Hundred Sixty Three by and between  
HIRD INCORPORATED, a Kansas Corporation of the County

of Douglas and State of Kansas party of the first part, and  
MISSOURI VALLEY INVESTMENT CO., a Missouri Corporation duly authorized to conduct  
business in the State of Kansas party of the second part,  
WITNESSETH: THAT SAID PARTY OF THE FIRST PART, for and in consideration of  
the sum of FORTY-THOUSAND AND NO/100 ----- DOLLARS,  
to it in hand paid by the said party of the second part, the receipt whereof is hereby  
acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant,  
bargain, sell and convey unto the said party of the second part, and to its successors and  
assigns forever, all of the following described tract, piece, and parcel of land lying and situate  
in the County of Douglas and State of Kansas, to-wit:

Lots 1, 2, 6, 7, 8, 9, 12, 13, 14, and 15 in Block 1; Lots 2, 5, 6, 7, 8, 9, 10, in Block 2; Lots 1, 2, 3,  
4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 in Block 3; all in Holiday Hills Addition No. 2, an Addition to  
the City of Lawrence; Also, beginning at the Southwest Corner of the Northwest Quarter of Section  
35, Township 12 South, Range 19 East, thence North 00° 06' East along the West line of Section 35,  
1775.22 feet, thence South 60° 54' East 230.00 feet, thence South 25° 54' East 280.00 feet, thence  
South 00° 30' West 265.00 feet, thence South 77° 30' East 220.00 feet, thence South 17° 07' East  
490.00 feet, thence South 49° 00' East 342.77 feet, thence South 4° 49' East 406.85 feet, thence  
South 89° 59' West 975.91 feet to the point of beginning, containing 23.88 acres.

Privilege is hereby given to the Mortgagor herein to prepay the note secured by this Mortgage as  
follows: Lots 1, 2, 6, 7, 8, 9, 12, 13, 14, and 15 in Block 1; Lots 2, 5, 6, 7, 8, 9, and 10 in Block 2, and  
Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 in Block 3 may be released from the lien of this mortgage  
by payment by the Mortgagor of a release fee of \$1,350.00 per Lot to the Kansas City Title Insurance  
Company or its duly authorized agent as Escrow Agent for Missouri Valley Investment Co. Privilege  
is further given to Mortgagor to release any or all of the unplatted acreage shown in the above Meets  
and Bounds Description of said acreage at a release fee of \$5,000.00 per acre or fraction thereof  
if less than one acre is to be released, said payment must be made to Kansas City Title Insurance  
Company or its authorized agent at Lawrence, Kansas to exercise this prepayment privilege.

TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances thereto belonging,  
unto the said party of the second part, and to its successors and assigns forever, provided always, and this instru-  
ment is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, HIRD INCORPORATED  
the said party of the first part has this day made, executed and delivered to the said party of the second  
part its Promissory Note of even date herewith, ~~XX~~  
a true and correct copy of which is hereto attached and made a part hereof as follows:  
~~XX~~

\$40,000.00 COPY Kansas City, Kansas June 21, 1963

ON OR BEFORE June 21, 1964, for value received, we promise to pay to the order of  
MISSOURI VALLEY INVESTMENT CO., at its office at 2812 West 47th Street, Kansas City,  
Kansas,  
the sum of FORTY-THOUSAND and NO/100 DOLLARS with interest at the rate of 6 per cent  
per annum until paid, interest payable semi-annually.

All signers, endorsers and parties to this instrument hereby waive demand, protest  
and notice of non-payment, and agree to all extensions and partial payments before or after  
maturity.

HIRD INCORPORATED

By  
Carl Hird, Jr. President

ATTEST:

Marvin W. Rogers, Secretary

Carl Hird, Individually

Irene M. Hird, Individually