BOOK 145 7641 KANSAS MORTGAGE

This Mortgage, made the 13th day of February Between JOHN E. PIERSON and JOAN KAY PIERSON, husband and wife

P. I. C. Loan Number

of the County of Douglas , State of Kansas, hereinafter called Mortgagor, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA a body corporate, existing under and by virtue of the laws of New Jersey , and having its chief office in the Newark , State of New Jersey , hereinafter called Mortgagee, Witnesseth: That whereas Mortgagor is justly indebted to Mortgagee for money borrowed in the principal sum of , and having its chief office in the City of

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Twenty Two Thousand Five Hundred and no/100 - - - - - -DOLLARS.

to secure the payment of which Mortgagor has executed one promissory note, of even date herewith, payable to the order of Mortgagee 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 balance of said principal sum with interest thereon maturing and being due and payable on the First day of February , 1997 , to which note reference is hereby made.

reterence is nereby made. Now, Therefore, This Indenture Witnesseth: That Mortgagor, 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 Mortgagee, its successors and assigns forever, all the following described property, lands and premises, situated and herein in the Country of being in the County of Douglas and State of Kansas, to wit:

Lot One (1), in Block Six (6), in Indian Hills, an Addition to the City

of Lawrence, in Douglas County, Kansas

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together with the tenements, hereditaments and appurtenances thereunto belonging, and vacated public streets or property investing thereto, and all fixtures now or bereafter 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 deemed to be, fixtures and a part of the reality, and are a portion of the security of the indebtedness herein mentioned; including, but not limited to, wall-to-wall exection with aid property, including all water right, wells, machinery, motors, pipes, equipment, rights of way and appurtenances thereento belonging, used in connection therewith, or in anywise appertaining, whether owned by the mortgagors on the date of this mortgage or hereinster acquired shall all be considered as affied and appurtenant to the reality and subject to the lien and the provisions of this mortgage (all asid property being herein referred to as "the premises").