

Notice of the exercise of any option granted herein to the Mortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF the Mortgagor(s) have hereunto set their hand(s) and seal(s) the day and year first above written.

*George Raymond Hepner*  
George Raymond Hepner [SEAL]  
*Delma Fern Hepner*  
Delma Fern Hepner [SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

COUNTY OF DOUGLAS

ss:

BE IT REMEMBERED, that on this 4th day of November, 1969 before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared George Raymond Hepner and Delma Fern Hepner, his wife to me personally known to be the same person(s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written.



*Charles W. Hedges*  
Charles W. Hedges Notary Public

Recorded November 7, 1969 at 11:08 A.M.

James W. Beam  
Register of Deeds

Reg. No. 4,309  
Fee Paid \$44.50

## MORTGAGE

BOOK 155

THIS MORTGAGE made November 7, 1969, by and between

LAWRENCE L. BALES, a single man

hereinafter (jointly and severally, if more than one) called "Mortgagor" and referred to in the masculine singular, and THE PRUDENTIAL INVESTMENT COMPANY, a corporation organized and existing under the laws of the State of Kansas, of Topeka, Kansas, 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 hereinafter referred to, hereby MORTGAGES, CONVEYS AND WARRANTS to Mortgagee the following described real property in Lawrence County of Douglas, State of Kansas:

Lot Six (6), in Block Two (2), in Replat of Deerfield Park, an Addition to the City of Lawrence, as shown by the recorded plat thereof, in Douglas County, Kansas.

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, all of which are herein collectively called "the premises";

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

Lawrence L. Bales, a single man for \$ 17,800.00, dated November 7, 1969, payable to Mortgagee or order, in installments as therein provided, with final maturity on November 7, 1970, 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; 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.