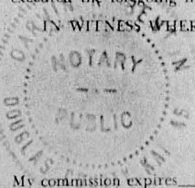


STATE OF KANSAS
COUNTY OF Douglas } ss.
BE IT REMEMBERED, that on this 12th day of May, 19 71, before me the undersigned, a Notary Public in and for said county and state, personally appeared Roger Dale Baker and Bette Rae Baker, his wife, who is (are) personally known to me to be the same person(s) who executed the foregoing instrument, and duly acknowledged the execution of the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.


Darwin K. Benton
Notary Public in and for said County and State

My commission expires June 28, 1974.

Recorded May 12, 1971 at 4:27 P.M.

James Beer Register of Deeds

Reg. No. 5,641
Fee Paid \$65.00

MORTGAGE

25004 BOOK 160

THIS MORTGAGE made May 12, 19 71, by and between

WALTER J. HICKS and JOANNE HICKS, 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 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 Four (4), in Block One (1), in Holiday Hills, an Addition to the City of Lawrence, 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 Walter J. Hicks and JoAnne Hicks, his wife for \$ 26,000.00, dated May 12, 19 71, payable to Mortgagee or order, in installments as therein provided, with final maturity on May 1, 19 96, 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 Mortgagee's expense, but otherwise shall remain in full force and effect.

For Assignment of Mortgage, see Book 160, page 356.