

26363  
BOOK 162

## MORTGAGE

THIS MORTGAGE made August 12, 1971, by and between

CARL HIRD, JR. and IRENE M. HIRD, 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:

Apartment 4-B, of "The Fountains", in that part of Lot Twenty-eight (28), in Holiday Hills Number Seven, an Addition to the City of Lawrence, Douglas County, Kansas, described as follows:

Beginning at the South corner of Lot 27, in said Holiday Hills Number Seven; thence Northeasterly along the South line of said Lot 27, 129.77 feet; thence North along the East line of Lots 27, 26 and 25 in said Holiday Hills Number Seven 169.34 feet; thence South 77°30' East 220.0 feet; thence South 17°07' East 490.0 feet; thence Southwesterly to a point on the Southwest line of said Lot 28, 475.23 feet Southeasterly of the point of beginning, said distance being measured along the Southwest line of said Lot 28; thence Northwesterly along the Southwest line of said Lot 28, 287.30 feet; thence Northwesterly along the West line of said Lot 28, 182.93 feet to the point of beginning, all being in Holiday Hills Number Seven, an Addition to the City of Lawrence.

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

Carl Hird, Jr. and Irene M. Hird, his wife for \$ 21,000.00, dated

August 12, 1971, payable to Mortgagee or order, in installments as therein provided, with final maturity on August 1, 1996, 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.