

FHA Form No. 2128 m
(Rev. March 1951)

MORTGAGE

44759 BOOK 100

THIS INDENTURE, Made this 9th day of October, 1951, by and between

LAWRENCE HOUSING, INC.
of State of Kansas, Mortgagor, and
THE PRUDENTIAL INVESTMENT COMPANY

under the laws of State of Kansas, a corporation organized and existing
Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Nine Thousand Seven Hundred and no/100 ----- Dollars (\$ 9,700.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described real estate, situated in the County of Douglas State of Kansas, to wit:

Part of Lots Thirteen (13) and Fourteen (14), Block Five (5), Park Hill Addition to the City of Lawrence, Douglas County, Kansas, as shown by Sheet Two of Plat of said Addition recorded in the Office of the Register of Deeds of Douglas County, Kansas, September 19, 1951, more particularly described as follows: Commencing at a pin on the front or Northwestern boundary line of said Lot 14, which point is 23.86 feet Northeastly of the Western corner of said Lot 14; thence in a Southwesterly direction along the chord of the front arc marking the Northwestern boundary line of Lots 14 and 13, Block 5, 80.79 feet to a pin located 11.05 feet Northeastly of the Western corner of said Lot 13; thence in a Southeastly direction along a radial line 120.90 feet to a pin located on the rear or Southeastern boundary line of Lot 13 which is 8.97 feet Northeastly of the Southwestern corner of said Lot 13; thence in a Northeastly direction along the rear or Southeastern boundary line of Lots 13 and 14, 63.47 feet to a pin located 18.89 feet Northeastly of the Southwestern corner of Lot 14; thence in a Northwestly direction 122.82 feet along a radial line to the point of beginning, subject to reservations, restrictions and easements of record.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of Nine Thousand Seven Hundred and no/100 ----- Dollars (\$ 9,700.00), as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of four and one-quarter per centum ($4\frac{1}{4}\%$) per annum on the unpaid balance until paid, principal and interest to be paid at the office of The Prudential Investment Company in Topeka, Kansas, or at such other place as the holder of the note may designate in writing, in monthly installments of Sixty and 14/100 ----- Dollars (\$ 60.14), commencing on the first day of January, 1952, and on the first day of each month thereafter, until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of December, 1971.

The Mortgagor covenants and agrees as follows: