Reg. no. 11,415 Fee paid \$27.25

KANSAS

## 5.7058

## MORTGAGE

, 1955 , by and between day of August THIS INDENTURE, Made this lith RIGHARD M. RUNDQUIST and PATRICIA C. RUNDQUIST, his wife of Douglas County, Kansas

THE PRUDENTIAL INVESTMENT COMPANY

A. 694 (a)).

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

Hundred and no/100 - - - - - - Dollars (\$ 10,900.00), 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 property, situated in the county of Douglas.

Lot Twelve (12), Block D, Brookdale Addition to the City of Lawrence, Donglas County, Kansas, subject to reservations, restrictions and easements of record.

together with the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder) and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following household appli-ances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned:

One (1) Model No. NA-363-R 36 inch Lau Attic Fan One (1) Model No. 700 Waste King Garbage Disposal Unit One (1) Model No. 181 Nutane 10 inch Kitchen Exhaust Fan One (1) Model No. K-12 Nutane Door Chime Geramic tile on Bath Room floor

TO HAVE AND TO HOLD the above described property unto the Mortgagee, forever.

Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed (or has such other estate as is stated hereinbefore), that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the aforesaid title thereto against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum aforesaid as evidenced by a cer-tain 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-half per centum ( $l_1^{\pm}$ %) 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 delivered or mailed to the Mort-gagor, in monthly installments of Sixty and 60/100 = - - - - Dollars (§ 60.60), commencing on the first day of September ,19 55, and continuing on the first day of each month thereafter, until said note is fully paid, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the first day of August ,19 80.

## The Mortgagor covenants as follows:

1. He will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one huffdred dollars (\$100.00), whichever is less.

2. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee until the said note is fully paid: