STATE OF KANSAS, County of Douglas Be it remembered, that on this \_\_\_\_\_\_2hth A.D. 19.59 ...., before me, the undersigned, a Notary Public in and for the day of January County and State aforesaid, came Corvin E. Sperry and Irene Sperry, husband and wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such rsons, duly, acknowledged the execution of the same. A W TESTTINGTE WHEREOF, I have hereunto set my hand and Notarial Seal the above written HOTARYS otary Public UBLIC. Commission, expires. May 1

Reg. No. 14,769 Fee Paid \$27.50

595

## 68404

## MORTGAGE

THIS MORTGAGE made\_

Lawrence

January 26

19 59, by and between

BOOK 120

## H. C. MURPHREE and LaJEAN M. MURPHREE, his wife

hereinafter (jointly and severally, if more than one) called "Mortgagor" and referred to in the masculine singular, and ÷., , hereinafter called "Mortgagee" THE PRUDENTIAL INVESTMENT COMPANY, a corporation (which designations shall include the respective successors in interest of the parties hereto) ;

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 \_\_\_, State of Kansas: Douglas 4 County of

WITNESSETH;

Lot Fifteen (15) in Block One (1), in Schwarz Acres Number Two (2), an Addition to the City of Lawrence, Douglas County, Kansas, subject to restrictions and easements of record.

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 indeptedness evidenced by (a) a certain promissory note of H. C. Murphree and LaJean M. Murphree, his wife for \$ 11,000.00 dated

, 19 59, payable to Mortgagee or order, in installments as therein provided, with final January 26 , 19.79, together with interest as provided therein, or (b) any ex-

tension 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,