

79880 BOOK 130

## MORTGAGE

THIS MORTGAGE made March 15, 19 62, by and between**PHIL H. RUESCHHOFF, a single man**

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 Twelve (12), in Hillcrest Third Addition, an Addition  
 to the City of Lawrence, in 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 indebtedness evidenced by (a) a certain promissory note of

Phil H. Rueschhoff, a single man for \$ 21,400.00 dated

March 15, 19 62, payable to Mortgagee or order, in installments as therein provided, with final  
 maturity on July 1, 19 82, 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.

See Assignment See Book 131 Page 379