

810.1
BOOK 135
MORTGAGE

THIS MORTGAGE made July 26, 1963, by and between

THOMAS L. PHILLIPS and CLARA J. PHILLIPS, 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.

Lot Six (6) in Block "A" in University Field Subdivision No. Four in the City of Lawrence, in Douglas County, Kansas.

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 (or a certain promissory note of Thomas L. Phillips and Clara J. Phillips, his wife for \$15,650.00 dated

July 26, 1963, payable to Mortgagee or order, in installments as therein provided, with final maturity on August 1, 1993, 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 all Mortgagor's expense, but otherwise shall remain in full force and effect.

See Government Land Book 135 Page 160