

493 BOOK 139  
**MORTGAGE**

THIS MORTGAGE made March 5, 1965, by and between

**JOHN B. FLICKINGER and PATRICIA A. FLICKINGER, 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 Baldwin, County of Douglas, State of Kansas:

Beginning at the Northeast corner of Section 33, Township 14 South, Range 20 East; thence West on the North line of said Section 780 feet; thence South parallel to the East line of said Section 250 feet; thence East parallel to the North line of said Section 200 feet; thence North parallel to the East line of said Section 220 feet; thence East parallel to the North line of said Section 580 feet to the Section line; thence North on the Section line 30 feet to the point of beginning, containing 1.547 acres more or less, 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 (a) a certain promissory note of John B. Flickinger and Patricia A. Flickinger, his wife for \$ 30,000.00, dated

March 5, 1965, payable to Mortgagee or order, in installments as therein provided, with final maturity on September 1, 1985, 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 at Mortgagor's expense, but otherwise shall remain in full force and effect.

*See Assignment of Mortgage for Book 141 - Page 507*