1560 MORTGAGE

BOOK 140

THIS MORTGAGE made _____ June 14 _____, 19 65 , by and between

RICHARD COLE and MARJORIE J. COLE, 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 Fourteen (14), in Block Twelve (12), in University Place, an
Addition to the City of Lawrence, in Douglas County, Kansas.

Mortgagors acknowledge herewith that this is a purchase money
mortgage.

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 _____ Richard Cole and Marjorie J. Cole, his wife _____ for $ 10,000.00 _____, dated _____ June 14 _____, 19 65 , payable to Mortgagee or order, in installments as therein provided, with final maturity on _____ June 1 _____, 19 85 , 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.

For Assignment See Book 140 - Page 540