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IN WITNESS WHEREOF the Mortgagor(s) have hereunto set their hand(s) and seal(s) the day and year first above written.

[SEAL]

[SEAL]

[SEAL]

[SEAL]

*Ray E. Morrow*

*Brenda E. Morrow*

*Larry L. Smith*

*Brenda L. Smith*

STATE OF KANSAS,

COUNTY OF DOUGLAS

BE IT REMEMBERED, that on this eighth day of October, 1965, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Ray E. Morrow & Brenda E. Morrow, his wife to me personally known to be the same person(s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written.



NOTARY PUBLIC  
My Commission expires January 20, 1969

*Margorie A. Hazlett*

Margorie A. Hazlett Notary Public

Recorded October 11, 1965 at 9:05 A.M.

*Janice Baen* Register of Deeds

Reg. No. 726  
Fee Paid \$37.50

2914 BOOK 142

## MORTGAGE<sup>3</sup>

THIS MORTGAGE made October 8, 1965, by and between

LARRY M. SMITH and JUDY A. SMITH, 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;

Beginning at the Southwest corner of the Northwest Quarter of Section Seventeen (17), in Township Twelve (12), Range Nineteen (19), thence East 264 feet; thence North 495 feet; thence West 264 feet; thence South 495 feet to the place of beginning, in Douglas County, Kansas, subject to easement 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

Larry M. Smith and Judy A. Smith, his wife for \$ 15,000.00 dated

October 8, 1965, payable to Mortgagee or order, in installments as therein provided, with final

maturity on October 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.

Deed Assignment of Mortgage See Book 142 - Page 144