

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

[SEAL]

Walter J. O'Brien
Walter J. O'Brien

[SEAL]

[SEAL]

Geraldine S. O'Brien
Geraldine S. O'Brien

[SEAL]

STATE OF KANSAS,

ss:

COUNTY OF DOUGLAS

BE IT REMEMBERED, that on this 2nd day of September, 1965, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **Walter J. O'Brien & Geraldine S. O'Brien**, 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.

My Commission expires

January 20, 1969

Marjorie A. Hazlett
Marjorie A. Hazlett

Notary Public.

322
44/45

Recorded September 7, 1965 at 8:57 A.M.

New York, N.Y.

The conditions of this Mortgage have been complied with, and the same is fully paid, satisfied and discharged.

(Corp. Seal)

James A. Stokes Register of Deeds

September 30 1971

METROPOLITAN LIFE INSURANCE COMPANY

By H.D. McGeorge VICE-PRESIDENT REAL ESTATE FINANCING

Reg. No. 620

Fee Paid \$32.50

MORTGAGE

BOOK 141

THIS MORTGAGE made September 3, 1965, by and between

JAMES A. STOKES, JR. and JEAN E. STOKES, 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 herein);

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 Ten (10), in Block Five (5), in South Hills, 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

James A. Stokes, Jr. and Jean E. Stokes, his wife for \$ 13,000.00, dated

September 3

1965,

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

maturity on September 1, 1990, 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 of Mortgage See Book 142-Page 501