

8. Mortgagor hereby waives, so far as lawfully may be, each and every benefit under the homestead, exemption, redemption, stay or appraisal laws of the State of Kansas. Should this instrument be executed by more than one person as Mortgagor, each and every obligation of Mortgagor herein set out shall be joint and several. Each and every provision hereof shall bind and inure to the benefit of the parties hereto and their respective assigns and successors in interest.

IN WITNESS WHEREOF, said Mortgagor has hereunto set his hand and seal the day and year first above written.

James A. Stokes, Jr. (SEAL)

Jean E. Stokes (SEAL)

STATE OF KANSAS

COUNTY OF Douglas

BE IT REMEMBERED that on this 3rd day of September, 19 65, before me the undersigned, a Notary Public in and for said county and state, personally appeared James A. Stokes, Jr. and Jean E. Stokes, his wife who is (are) personally known to me to be the same person(s) who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My commission expires June 16, 1966

George E. Sedberry
Notary Public in and for said County and State

Recorded September 7, 1965 at 9:05 A.M.

Reg. No. 621
Fee Paid \$29.25

MORTGAGE

BOOK 111

THIS MORTGAGE made September 3, 19 65, by and between

JOE H. SCRIBNER and KATHRYN JANIECE SCRIBNER, 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 Seventeen (17), in Block Three (3), in Holiday Hills,
an Addition to the City of Lawrence, in Douglas County,
Kansas, as shown by the recorded Plat thereof.

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 Joe H. Scribner and Kathryn Janiece Scribner, his wife for \$ 11,700.00, dated

September 3, 19 65, payable to Mortgagee or order, in installments as therein provided, with final

maturity on September 1, 19 90, 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 144 - Page 511