

BOOK 143 4409

**MORTGAGE**THIS MORTGAGE made March 16, 19 66, by and betweenROBERT WARREN STREET and OLIVE IONE STREET, 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 a point 330 feet North and 341.70 feet East of the Southwest corner of the Northwest Quarter of Section 25, Township 13, Range 19, thence North 331.51 feet, thence East 140 feet, thence South 331.74 feet, thence West 140 feet to the point of beginning, subject to a 30-foot roadway on the South side thereof, all 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 Robert Warren Street and Olive Ione Street, his wife for \$ 24,000.00, dated

March 16, 1966, payable to Mortgagee or order, in installments as therein provided, with final maturity on July 1, 1995, 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 Recordment see Book 144 Page 527