

STATE OF KANSAS
COUNTY OF DOUGLAS

BE IT REMEMBERED, that on this 26th day of May, A. D. 1969, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Roger L. Kunz and Judy W. Kunz, his wife who are personally known to me to be the same person ^S who executed the within instrument of writing, and such person ^S duly acknowledged the execution of the same.

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



My commission expires: September 30, 1972.

Reba J. Bryant
Reba J. Bryant
Notary Public

Recorded May 26, 1969 at 2:03 P.M.

James Beem Register of Deeds

Reg. No. 3,876
Fee Paid \$58.75

BOOK 153

1720

MORTGAGE

THIS MORTGAGE made May 23, 1969, by and between

JOEL L. SPRIGGS, SR. and ELIZABETH A. SPRIGGS, 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 Eighteen (18), in Block Ten (10), in Indian Hills Sub. 2 & replat of Block Four (4) Indian Hills, in addition to the City of Lawrence, 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 Joel L. Spriggs, Sr. and Elizabeth A. Spriggs, his wife for \$23,300.00 dated May 23, 1969, payable to Mortgagee or order, in installments as therein provided, with final maturity on June 1, 1979, 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 153 Page 488