

STATE OF KANSAS  
COUNTY OF DOUGLAS, ss:

BE IT REMEMBERED that on this 23rd day of March, 1971, before me the undersigned, a Notary Public in and for said County and State, personally appeared

Robert G. Billings and Patricia L. Billings, his wife  
John M. McGrew and Jill B. McGrew, his wife  
Robert J. Moore and Marna J. Moore, his wife  
James Duane Schwada and Deloris M. Schwada, his wife

who are personally known to me to be the same persons who executed the within 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.

SEAL

My commission expires:

*Sept. 24, 1974*

*Anita D. Coleman*  
Anita D. Coleman, Notary Public

Recorded March 30, 1971 at 1:55 P.M.

*Yancey Beam* Register of Deeds

Reg. No. 5,486  
Fee Paid \$35.00

BOOK 159

24477

## MORTGAGE

THIS MORTGAGE made March 23, 1971, by and between

ROBERT G. BILLINGS and PATRICIA L. BILLINGS, his wife  
JOHN M. MCGREW and JILL B. MCGREW, his wife  
ROBERT J. MOORE and MARNA J. MOORE, his wife  
JAMES DUANE SCHWADA and DELORIS M. SCHWADA, 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;

Tract 12 of Lot 1, Parkmar Estates No. 2, an Addition to the City of Lawrence, Douglas County, Kansas, as shown on site plan dated March 22, 1971, as prepared by E. J. Allison, Kansas Licensed Engineer No. 3393, Lawrence, Douglas County, Kansas, attached hereto and made a part hereof.

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 G. Billings, et al for \$ 14,000.00, dated

March 23, 1971, payable to Mortgagee or order, in installments as therein provided, with final

maturity on February 1, ~~1971~~ 2002, 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.

*See Assignment of Mortgage to Book 162 Page 474*