

Howard L. Ross [SEAL] Claudette J. Ross [SEAL]
Howard L. Ross Claudette J. Ross
[SEAL] [SEAL]

STATE OF KANSAS,

COUNTY OF Douglas

BE IT REMEMBERED, that on this 29th day of March, 1971, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Howard L. Ross & Claudette J. Ross, his wife, 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.



February 28, 1972

Charles W. Hedges
Charles W. Hedges
Notary Public

GPO 88-3-252

Recorded April 1, 1971 at 3:58 P.M.

Janice Beem Register of Deeds

Reg. No. 5,524
Fee Paid \$62.50

BOOK 160 24558

MORTGAGE

THIS MORTGAGE made March 29, 1971, by and between

KENNETH P. CALLICOTT and MARY CAROLYN CALLICOTT, 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 the Northwest corner of the Northwest Quarter of Section Thirty-one (31) in Township Thirteen (13) South, Range Twenty (20) East of the 6th P.M., thence East 330 feet, thence South 330 feet, thence West 330 feet, thence North 330 feet to the point of beginning, subject to road right-of-way along the North and West sides thereof, containing 2.5 acres, 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 Kenneth P. Callicott and Mary Carolyn Callicott, his wife for \$ 25,000.00, dated

March 29, 1971, payable to Mortgagee or order, in installments as therein provided, with final maturity on August 1, 1996, 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 162 Page 553