

65207

BOOK 117

MORTGAGE

THIS MORTGAGE made February 21, 1958, by and between

(DUANE G. WENZEL and MARY ANN WENZEL, 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, 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 Seven (7) and the South One-half of Lot Six (6), described as follows: Beginning 19.38 feet Northeast of the corner common to Lots 6 and 7, and on the Northwestern boundary of Lot 6; thence in a Southeasterly direction to the mid-point of the arc defining the Southeastern boundary of Lot 6, said mid-point being 43.49 feet Northeast of the easternmost corner of Lot 7; thence in a Southwesterly direction 43.49 feet along the chord of a curve to the right with a radius of 220.82 feet, said chord subtending a central angle of 11 degrees and 18 minutes and an arc of 43.56 feet; thence in a Northwesterly direction along the boundary common to Lots 6 and 7 to the corner common to the said Lots; thence in a Northeasterly direction 19.38 feet to the point of beginning, all in Block Seven (7), in Park Hill Addition, an Addition to the City of Lawrence, Douglas County, Kansas, subject to reservations, restrictions and easements of record.

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

Duane G. Wenzel and Mary Ann Wenzel, his wife for \$ 13,500.00 dated

February 21, 1958, payable to Mortgagee or order, in installments as therein provided, with final maturity on September 1, 1973, 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.