

88088 BOOK 137

MORTGAGE

THIS MORTGAGE made May 29, 1964, by and between

FRANCIS H. HELLER and DONNA MUNN HELLER, 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 Twenty-three (23), of Grand View Place, more particularly described as follows: Begin at an iron pin 945 feet East and 140 feet South of the Northwest corner of Section One (1), Township Thirteen (13), Range Nineteen (19), thence South 34 degrees, 34 minutes West 85 feet to an iron pin, thence South 15 degrees, West 25 feet to an iron pin, thence South 68 degrees 46 minutes East 142 feet to an iron pin, thence North 18 degrees 23 minutes East 105 feet to an iron pin, thence North 67 degrees, 25 minutes West 120 feet to an iron pin and the point of beginning, 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 Francis H. Heller and Donna Munn Heller, his wife for \$ 28,500.00 , dated

May 29, 1964, payable to Mortgagee or order, in installments as therein provided, with final maturity on June 1, 1989, 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 to Mortgagee See Book 137 Page 489