

Reg. No. 19,807
Fee Paid \$46.25

88801 BOOK 138

MORTGAGE

THIS MORTGAGE made July 31 1964 by and between

ROBERT R. GATTS and DONNA W. GATTS, 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:

The West Three (3) acres of the following described tract of land, to-wit: Commencing at the Northeast corner of the Northeast Quarter of Section 26, Township 12, South Range 19, East of the Sixth Principal Meridian; thence South on the East line of said Quarter Section 40 rods; thence West 150 rods; thence North 40 rods to the North line of said Quarter Section; thence East 150 rods to the place of beginning, containing 37 1/2 acres, more or less, also described as: Commencing at a point 165 feet East of the Northwest corner of the Northeast Quarter of Section 26, Township 12 South, Range 19, East of the Sixth Principal Meridian; thence South 660 feet, thence East 201.3 feet, thence North to a point 200.8 feet East of the point of beginning, thence West to the point of beginning, in Douglas County, Kansas.

together with all rights, privileges, easements and appurtenances attaching or belonging thereto, and the runs, 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 R. Gatts and Donna W. Gatts, his wife for \$ 18,500.00 dated

July 31 1964, payable to Mortgagee or order, in installments as therein provided, with final maturity on August 1 1984, 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 to 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 138 Page 275