

90114 BOOK 139

MORTGAGE

THIS MORTGAGE made December 4, 1964, by and between

DALE F. HEISERMAN and CHARLOTTE M. HEISERMAN, 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:

Commencing at the Northeast corner of the Southwest Quarter of Section 34, Township 12 South, Range 19 East, thence South 1235.32 feet along the East line of said Quarter Section, thence West parallel to the North line of said Quarter Section 658.1 feet for a point of beginning; thence continuing West 272.10 feet, thence South parallel to the East line of said Quarter Section 234.14 feet, thence East parallel to the North line of said Quarter Section 272.10 feet, thence North 234.14 feet to the point of beginning, subject to a 35 foot road right of way along the East side thereof and a 35 foot road right of way along the South side thereof, 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 Dale F. Heiserman and Charlotte M. Heiserman, his wife for \$ 16,500.00, dated

December 4, 1964, payable to Mortgagee or order, in installments as therein provided, with final maturity on December 1, 1994, 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 139 Page 439