

Reg. No. 170
Fee Paid \$43.25

MORTGAGE

786 BOOK 140

THIS MORTGAGE made April 1, 1965, by and between

FREDERICK F. LEHMAN and JO ANN LEHMAN, 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 a point 776.59 feet South and 219.37 feet West of the Northeast corner of the Southwest Quarter of Section Thirty-four (34), Township Twelve (12) South, Range Nineteen (19) East; thence West parallel to the North line of said Southwest Quarter 219.37 feet; thence South parallel to the East line of said Southwest Quarter 224.59 feet; thence East parallel to the North line of said Southwest Quarter 219.37 feet; thence North 224.59 feet to the point of beginning, in Douglas County, Kansas, subject to a 35-foot road right of way over the North 35 feet thereof.

Acknowledgment is made by mortgagors that this is a purchase money mortgage.

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

Frederick F. Lehman and Jo Ann Lehman, his wife for \$ 17,300.00, dated

April 1, 1965, payable to Mortgagee or order, in installments as therein provided, with final maturity on April 1, 1995, 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 Acknowledgment of Facts 140 Page 177