

427

Reg. No. 2,264
Fee Paid \$43.75

BOOK 147

10178 MORTGAGE

THIS MORTGAGE made August 14, 19 67, by and between

EUGENE F. KLETCHKA and LEA KLETCHKA, 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 in the North line of 19th Street produced East from the City of Lawrence, 500 feet East of the East line of Learnard Ave., as mentioned in Deed recorded in Deed Book 107 on page 522 in the office of the Register of Deeds of Douglas County, Kansas, thence North 360 feet, thence West 500 feet to a point in the East line of Learnard Ave. 360 feet North of the North line of 19th Street produced East from the City of Lawrence, said point being the point of beginning mentioned in a Deed recorded in Deed Book 109 on page 368 in the office of the Register of Deeds of Douglas County, Kansas, thence North in and along the East line of Learnard Ave. 254 feet to the South line of a tract of land deeded to Bishoff and recorded in Deed Book 91 on page 612 in the office of the Register of Deeds of Douglas County, Kansas, thence East in and along the South line of said Bishoff tract 500 feet to the East line of said tract, thence North in and along the East line of said tract 80 feet to the Northeast corner of said tract, thence East 200 feet to a point 700.12 feet North of the North line of 19th Street produced East, thence South 700.12 feet to the North line of 19th Street produced East from the City of Lawrence, thence West in and along the North line of 19th Street produced East from the City of Lawrence 200 feet more or less to the point of beginning and containing 6.15 acres more or less in the Northeast Quarter of Section Six (6), Township Thirteen (13), Range Twenty (20), according to survey No. 428 filed in the office of the County Surveyor of Douglas County, Kansas in Book 2, page 130, less the following: Beginning at a point in the East line of Learnard Avenue 360 feet North of the North line of 19th Street produced East from the City of Lawrence; thence North 254 feet; thence East 500 feet; thence South 254 feet; thence West 500 feet to beginning, being in the Northeast Quarter of Section Six (6), Township Thirteen (13), Range Twenty (20), in the City of Lawrence, in Douglas County, Kansas.

Mortgagors acknowledge herewith 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

Eugene F. Kletchka and Lea Kletchka, his wife for \$ 17,500.00, dated

August 14, 19 67, payable to Mortgagee or order, in installments as therein provided, with final maturity on August 1, 19 82, 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 147, page 592