- -Douglas Co Be It Remembered, That on this 27th. day of March A. D. 19 68 靈 before me, Dorothy A. Rooney ..., a Notary Public in and for said County and State, came Robert W. Payne and Erma Payne his wife to me personally known to be the same person S who executed the within inst and duly acknowledged the execution of the same IN WITNESS WHEREOF, I have her day and year last above written. 1970 March 12 Dorothy pla Notary Publ Recorded April 1, 1968 at 10:24 A.M. RELEASE Boo

513

The note herein described having been paid in full, this mortgage is hereby released, and the

12634 The FQUITABLE Life Assurance Society of the United States BOOK 149

THIS MORTGAGE, dated as of the lst _____day of ____ February 19.68 between

Robert L. Wulfkuhle, also known as Robert Wulfkuhle, and Maxine A. Wulfkuhle, husband and wife,

whose post office address is LeCompton, Kansas hereinafter called "Mortgagor," and THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York corporation, Kaving its principal office and post office address at 1285 Avenue of the Americas, New York, New York, 10019, become for called "Mortgagee";

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the sum of Twenty Eight Thousand Five Hundred and no/100------Dollars (\$ 28,500.00) with interest, all as set forth in his certain promissory note ("Note") of even date herewith maturing. September 1, 19.89

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that, to secure the payment of the principal of and interest on the Note and the performance of the covenants therein and herein contained, and in consideration of the premises, the Mortgager by these presents does grant, bargain, sell, convey, transfer, assign, mortgage, pledge, warrant and confirm unto the Mortgagee all the property ("the Mortgaged Property") hereinafter described, to wit: -

1. The following described real property located in the County of, te of Kansas State of

> The Southeast Quarter, and the West 70 acres of the South Half of the Northeast Quarter, of Section 14, Township 12 South, Range 17 East of the Sixth Principal Meridian, less the following: Commencing at a point 342.42 feet East of the Northwest corner of the South Half of said Northeast Quarter; thence South 75 feet; thence East 75 feet; thence North 75 feet; thence West 75 feet to the point of beginning feet; thence West 75 feet to the point of beginning.

This mortgage is given solely for the purpose of correcting and perfecting a mortgage of same date, recorded in Book 149 at Page 345.

II. The Mortgagor's interest as lessor in all leases (including but not limited to, oil, gas and mineral leases) now or hereafter affecting the above described real property or any part thereof.

TOGETHER WITH the rents, issues, and profits thereof, reserving, however, (unless otherwise provided herein or in a separate instrument of assignment), unto the Mortgagor the right, prior to any default in the payment of the Note or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable, and together also with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, including irrigation, drainage, and water rights of every. kind and description.

TO HAVE AND TO HOLD the same unto the Mortgagee, its successors and assigns, forever.

PROVIDED, ALWAYS, that if the Mortgagor, his heirs, representatives, successors or assigns, shall pay unto the Mortgagee, its successors or assigns, the said sum of money mentioned in the Note and the interest thereon at the times and place and in the manner specified in the Note, and all other sums that may become due and owing to the Mortgagee pursuant to any of the terms, covenants and conditions hereof, and perform all the conditions and covenants contained in this mortgage ("Mortgage"), then these presents and the estate hereby granted shall cease, determine and be void, otherwise to remain in full force and effect.

AND SUBJECT to the covenants and conditions hereinafter set forth.