

State of KANSAS

County of DOUGLAS

SS

Janice Cotner

a Notary Public in and for said County, in the State aforesaid,

DO HEREBY CERTIFY that James D. Church and Ann S. Church, husband and wife

personally known to me to be the same person or persons whose name or names is or are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they have signed, sealed and delivered

the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and satisfaction of all rights under any homestead, exemption and valuation laws.



Notarial Seal this 24th day of May A.D. 1968
March 10, 1970

Janice Cotner Notary Public

Recorded May 27, 1968 at 10:13 A.M.

Janice Beem

Register of Deeds

Reg. No. 2,963
Fee Paid \$40.00

13188

MORTGAGE

BOOK 150

THIS MORTGAGE made May 23, 1968, by and between

ROY E. AXLINE and DONNA F. AXLINE, 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:

Lot One (1), and that part of Lot Two (2) described as follows: Beginning at a point on the South line of said Lot 2, 303.52 feet West of the Southeast corner thereof; thence West 253.18 feet to the Southwest corner of Lot 2; thence Northeasterly along the West line of Lot 2, 137.40 feet; thence Northeasterly along the North line of Lot 2, 203.95 feet; thence South to the point of beginning; all in Martin Subdivision, a Sub-division in Douglas County, Kansas, as shown by the recorded Plat thereof.

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

Roy E. Axline and Donna F. Axline, his wife for \$ 16,000.00, dated May 23, 1968, payable to Mortgagee or order, in installments as therein provided, with final

maturity on September 1, 1993, 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 Government of Book 151 Page 389