

ACKNOWLEDGMENT

STATE OF KANSAS

COUNTY OF DOUGLAS

On this 25th day of June A. D., 1968, before me

a Notary Public

(insert title of officer taking acknowledgment)

personally appeared

Gary A. Ebeck

and

Patricia A. Ebeck

to me known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged

that they executed the same as their voluntary act and deed.



John D. Sullivan
John D. Sullivan,
Notary Public.

My commission expires January 16, 1970

Recorded June 25, 1968 at 2:31 P.M.

Gene Bason Register of Deeds

423

Reg. No. 3,061
Fee Paid \$60.00

13563

MORTGAGE

BOOK 150

THIS MORTGAGE made June 24, 1968, by and between

JACKIE C. HOWARD and DORTHA J. HOWARD, 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 1057.81 feet East of the Northwest corner of the Northwest Quarter of Section 25, Township 13 South, Range 19 East of the Sixth Principal Meridian; thence East along the North line of said Section, 264 feet, more or less, to the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section; thence South along the East line of said Quarter Quarter Section 331.56 feet; thence West parallel with the North line of said Section, 264 feet, more or less, to a point due South of the point of beginning; thence North to the point of beginning, 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 Jackie C. Howard and Dortha J. Howard, his wife for \$24,000.00 dated

June 24, 1968, payable to Mortgagee or order, in installments as therein provided, with final

maturity on June 1, 1998, 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.

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