

13777 MORTGAGE

BOOK 150

THIS MORTGAGE made July 9, 19 68, by and between

DANIEL S. LING, JR. and MARGARET LING, 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 952 feet East and 700 feet South of the Northwest corner of the Northeast Quarter of Section Thirty-Four (34), thence South 32.75 feet; thence South 64 degrees 20 minutes East 389.5 feet; thence North 201 feet; thence West 350 feet to the point of beginning, containing .939 acres, more or less; also beginning at a point 952 feet East of the Northwest corner of the Northeast Quarter of Section Thirty-Four (34); thence South 700 feet; thence East 368 feet; thence North 700 feet; thence West 368 feet to the point of beginning, all in Township Twelve (12) South, Range Nineteen (19) East of the Sixth Principal Meridian, 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

Daniel S. Ling, Jr. and Margaret Ling, his wife for \$ 40,000.00, dated

July 9, 19 68, payable to Mortgagee or order, in installments as therein provided, with final maturity on July 1, 19 83, 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 Recordment See Book 150 Page 592