

BOOK 155

19401

MORTGAGE

THIS MORTGAGE made November 17, 1969, by and between

ROY M. HALVERSTADT and BARBARA S. HALVERSTADT, 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:

That part of the East Half less the South 990 feet thereof in the Northwest Quarter of Section 36, Township 12 South, Range 18 East, described as follows: Commencing at a point on the North line of the South 990 feet of said East Half, which point is 1650 feet, more or less, South and 625 feet East of the Northwest corner of the East Half of said Quarter Section; thence East 695 feet, more or less, to the East line of said Northwest Quarter; thence North along said East line 320 feet; thence West 695 feet; thence South 320 feet to the point of beginning; 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 ROY M. Halverstadt and Barbara S. Halverstadt, his wife for \$ 23,000.00, dated November 17, 1969, payable to Mortgagee or order, in installments as therein provided, with final maturity on March 1, 1995, 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 See Book 156 Page 232