

State of Kansas  
County of Douglas SS.



Be It Remembered, That on this 11th day of September, A. D. 1970 before me, a Notary Public in the aforesaid County and State, came Harold H. Reusch and Hazel Irene Reusch, Husband and Wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name, and affixed my official Seal on the day and year last above written.

My Commission Expires June 19, 1973

*Amaretta Wright*  
Amaretta Wright, Notary Public

Recorded September 15, 1970 at 3:10 P.M.

*Janice Beam* Register of Deeds

Reg. No. 5,026  
Fee Paid \$33.00

22533 BOOK 158

## MORTGAGE

THIS MORTGAGE made September 15, 1970 by and between

DAVID M. KATZMAN and SHARYN A. KATZMAN, 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:

The South 25 feet of Lot 5 and the North 25 feet of Lot 6, all in Block 7 in Babcock's Addition to the City of Lawrence, 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

David M. Katzman and Sharyn A. Katzman, his wife for \$13,200.00, dated

September 15, 1970, payable to Mortgagee or order, in installments as therein provided, with final maturity on September 1, 1990, 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 of Mortgage See Book 158, page 64.*