

BOOK 158

22927

MORTGAGE

THIS MORTGAGE made October 26, 1970, by and between

ROGER E. DAUM and JEANETTE S. DAUM, 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 Baldwin City, County of Douglas, State of Kansas:

Beginning at a point 35 rods West of the Northeast corner of the Northeast Quarter of Section Nine (9), Township Fifteen (15), Range Twenty (20), thence South 80 rods, thence West 12 rods, thence North 80 rods, thence East 12 rods to the place 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

Roger E. Daum and Jeanette S. Daum, his wife for \$ 10,000.00, dated October 26, 1970, payable to Mortgagee or order, in installments as therein provided, with final

maturity on November 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 herein 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 1st & 2nd Mortgages to Prudential Investment Co.