

24103

MORTGAGE

BOOK 159

THIS MORTGAGE made February 25, 19 71, by and between

ROGER A. SCHMITT and FRED A. L. SCHMITT, 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 the Southwest corner of the Southeast Quarter of Section 28, Township 12 South, Range 18 East of the Sixth Principal Meridian, thence East 193 feet; thence North parallel to the West line of said Southeast Quarter 44 rods; thence West 193 feet; thence South along the West line of said Southeast Quarter 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 MORTGAGOR FOREVER; PROVIDED, HOWEVER, that this mortgage is given to secure payment of the indebtedness evidenced by (a) a certain promissory note of Roger A. Schmitt and Freda L. Schmitt, his wife for \$ 26,800.00 dated

February 25, 19 71, payable to Mortgagee or order, in installments as therein provided, with final maturity on July 1, 2001, 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.

The Assignment of Mortgage, See Book 160, Page 409