

STATE OF KANSAS  
COUNTY OF Douglas

BE IT REMEMBERED, that on this 10 day of March 1971, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Harold T. Hutton & Ruth Hutton (Husband & Wife) to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.



*Frank W. Marzolf*  
Notary Public

My commission expires October 13, 1974  
Form No. Ks 311 (Rev. 12-69)

Recorded March 16, 1971 at 9:34 A.M.

*Janice Beam* Register of Deeds

Reg. No. 5,433  
Fee Paid \$90.00

BOOK 159

24295

## MORTGAGE

THIS MORTGAGE made March 10, 1971, by and between

JACK E. GAUMNITZ and JANICE T. GAUMNITZ, 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:

Lot One (1), in Block Five (5), in The Highlands, an Addition to the City of Lawrence, 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 Jack E. Gaumnitz and Janice T. Gaumnitz, his wife for \$36,000.00, dated

March 10, 1971, payable to Mortgagee or order, in installments as therein provided, with final maturity on March 1, 1996, 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 Disposition Mortgage see Book 159 Page 494*