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P. I. C. Loan Number 4 059 317

and the state of the

KANSAS MORTGAGE

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This Morigage, made the thirty-first day of Au Between RALPH B. GEMMELL and MILDRED N. GEMMELL, his wife, August

of the County of Douglas State of Kanasa, hereinafter called Morigagor, and THE FRUDENTIAL INSURANCE COMPANY OF AMERICA a body corporate, existing under and by virtue of the laws of New Jersey , and having its chief office in the City of Newark , State of New Jersey , hereinafter called Morigages. Witnesseth: That whereas Morigagor is justly indebted to Morigage for money borrowed in the principal sum of

Fourteen thousand and no/100 ----- DOLLARS, to secure the payment of which Mortgagor has executed one promissory note, of even date herewith, payable to the order of Mortgagee at its office aforessid or at such other place as the holder thereof may designate in writing, said principal sum being payable as set forth in said note with interest at the rate set forth therein, the balance of said principal sum with interest thereon maturing and being due and payable on the first day of September -1975, to which note reference is hereby made.

reterence is hereby made. Now, Therefore, This Indenture Witnesseth: That Mortgagor, in consideration of the premises, and for the purpose of securing (1) payment-of said indebtedness as in said note provided, (2) payment of all other moneys secured hereby and (3) the performance of all the covenants, conditions, stipulations and agreements herein contained, does by these presents mortgage and warrant unto Mortgagee, its successors and assigns Torever, all the following described property, lands and premises, situated and being in the County of Douglas and State of Kansas, to wit:

Lot Four (4), Block Two (2), MEADOW ACRES ADDITION to the City of

Lawrence, Kansas.

together with the tenements, hereditaments and appurtenances thereunto belonging, and vacated public streets or property reverting thereto, and all fixtures now or hereafter attached to or used or useful in connection with the premises described herein, and in addition thereto the following appliances, furnishings and equipment, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebiedness herein mentioned:

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and all the rents, issues and profits thereof (all said property being herein referred to as "the premises"). As further security for payment of said indebtedness and performance of Mortgagor's obligations, covenants and agreements herein contained, Mortgagor hereby transfers, sets over and assigns to Mortgagee:

a. All rents, profits, revenues, royalties, bonuses, rights and benefits under any and all oil, gas or mineral leases of the premises or any part thereof, now existing or hereafter made, with the right to receive and receipt therefor and apply the same to said indebtedness after any default hereunder, and Mortgagee may demand, sue for and receiver any such payments but shall not be required so to do.