

P. I. C. Loan Number

4 060 349

KANSAS MORTGAGE 57717 Book 110

This Mortgage, made the
Between

Seventh

M. C. J. day of M. O. J. October

19 55

HARRY W. TUCKEL and MATILDA N. TUCKEL, his wife

of the County of Douglas
andState of Kansas, hereinafter called Mortgagor,
THE PRUDENTIAL 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 Mortgagee,

Witnesseth: That whereas Mortgagor is justly indebted to Mortgagee for money borrowed in the principal sum of

Eight 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 aforesaid 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 October, 19 75, to which note reference 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 forever, all the following described property, lands and premises, situated and being in the County of Douglas and State of Kansas, to wit:

The Southeast Quarter (SE $\frac{1}{4}$) of Section Sixteen (16), Township Thirteen (13), South Range Eighteen (18) East of the Sixth (6th) Principal Meridian, less five (5) acres described as follows:

Beginning at the Southeast (SE) corner of said Quarter Section; Thence West about 40 rods to a stake on the East edge of the sand pits; thence North 22 rods by measure to a stake and stone; thence East parallel to the first line mentioned to the East line of said Quarter Section; thence on said East line to place of beginning, containing five (5) acres as described in Deed recorded in W, page 543, ~~330221331~~

~~REPLACES DEED~~
HARRY W. TUCKEL, MATILDA N. TUCKEL

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 indebtedness herein mentioned:

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 recover any such payments but shall not be required so to do.