58959 Book 112

KANSAS MORTGAGE

This Mortgage, made the day of seventh Harch . 19 56 Between

CHARLES L. PEERY and RUTH H. PERRY, his wife

P. I. C. Loan Number

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of the County of ______ Douglas ______, Biate of Kansas, hereinafter called Mortgagor, and 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

, State of , hereinafter called Mortgagee, Nevark New Jersey Witnesseth: That whereas Morigagor is justly indebted to Mortgages for monoy 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 oven date herewith, payable to the order of Mortgages 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 anid 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 March , 1976 , to which note reforence is hereby made.

Now, Therefore, This Indenture Witnesseth: That Mortgagor, in consideration of the promises, and for the purpose of securing (1) payment of said indebtodness as in said noto 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 mertgage and warrant unto Mortgagee, its successors and assigns forever, all the following described property, lands and promises, situated and being in the County of and State of Kansas, to wit: Douglas

> The Southeast Quarter (SE $_4^1$) of Section Twenty-six (26), Township Fourteen (14) South, Range Hineteen (19) East

of the Sixth Principal Feridian in Douglas County, Kansas.

together with the tanements, hereditaments and appurtenances thereunto belonging, and vacated public streets or property reverting thereto, and all firtures 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 indobtedness herein mentioned:

and all the reats, issues and profits thereof (all said property being herein referred to as "the promises").

As further security for payment of said indebiodness and performance of Mortgager's obligations, covenants and agreements

hersin contained, Mortgagor hereby transfers, sets over and assigns to Mortgagee:

. All routs, 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 indebiedness after any default hersunder, and Morigages may demand, aus for and recover any such payments but shall not be

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