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KANSAS MORTGAGE

68252 BOOK 120

. 19 59 . January 7th This Mortgage, made the day of Between ALVIN E. HEINEN and JULIA V. HEINEN, his wife; and JEANNETTE HEINEN, a widow,

County of Douglas . State of Kansas, hereinafter called Mortgagor. THE PRUDENTIAL INSURANCE COMPANY OF AMERICA of the County of and a body corporate, existing under and by virtue of the laws of New Jersey , and having its chief office in the Newark , State of New Jersey , hereinafter called Mortgages, Wit nesseth: That whereas Mortgagor is justly indebted to Mortgages for money borrowed in the principal sum of , and having its chief office in the City of

- DOLLARS Eighteen thousand and no/100 - - . to secure the payment of which Mortgagor has excented 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 first day of December . 1978, to which note maturing and being due and payable on the 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 sors and assigns forever, all the following described property, lands and premises, situated and warrant unto Mortgagee, its succe and State of Kansas, to wit: being in the County of Douglas

The Fractional Southwest Quarter of the Southwest Quarter (SW1 SW1) of Section Thirty (30), Township Fourteen (14) South, Range Nineteen (19) East of the Sixth Principal Meridian; the West Half of the Southeast Quarter (W5 SE1) of Section Twenty-five (25), Township Fourteen (14) South, Range Eighteen (18) East of the Sixth Principal Meridian; and the Northwest Quarter (NW2) of Section Twelve (12), Township Fifteen (15) South, Range Eighteen (18) East of the Sixth Principal Meridian.

together with the tenements, hereditaments and appurtenances thereunto belonging, and vacated public streets or property together with the tenements, accounteness and appurchances thereinto belonging, and vacated public streets of property reverting thereto, and all fixtures now for 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 deserned 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 erein 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.