

P. I. C. Loan Number

71461

BOOK 123

KANSAS MORTGAGE

This Mortgage, made the 17th day of September, 1959,
Between PAUL A. PETERSON and FRANCES H. PETERSON, his wife,

of the County of Douglas, State 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 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 Twelve thousand and no/100 - - - - - DOLLARS, to secure the payment of which Mortgagee 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 December, 1979, 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 Southwest Quarter (34) of Section One (1), Township Fifteen (15) South, Range Seventeen (17) East of the Sixth Principal Meridian, and subject to a water line easement to the City of Overbrook over a 40-ft. strip along the North line of the Southwest Quarter, dated February 17, 1953, recorded in Book 181, Page 225.

together with the tenements, hereditaments and appurtenances thereunto belonging, and vacant 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 Mortgagee'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 either before or after any default hereunder, and Mortgagee may demand, sue for and recover any such payments but shall not be required so to do.