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Reg. No. 15,982

Fee Paid $27.50

P. L. C. Loan Number   73723 BOOK 125

KANSAS MORTGAGE

This Mortgage, made the   **twentieth**   day of   **June**   , 1960 , Between

    JOHN W. BRAND, JR. and BARBARA JANE BRAND, 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

ELEVEN 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 **July**   , 1985 , 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:

Lot Eighteen (18), in Block One (1), in Holiday Hills,

an Addition to the City of Lawrence, Douglas County, 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 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.