

Reg. No. 17,450  
Fee Paid \$12.50

P. I. C. Loan Number

78575 BOOK 129

## KANSAS MORTGAGE

This Mortgage, made the 9th day of October, 1961.  
Between JAMES BUTELL and BARBARA J. BUTELL, 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

Seventeen 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 January, 1982, 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 North Half of the Northwest Quarter ( $N\frac{1}{2}$  NW $\frac{1}{4}$ ) and the Southeast Quarter  
of the Northwest Quarter ( $SE\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section Twenty-three (23), Township  
Fourteen (14) South, Range Nineteen (19) East of the Sixth Principal Meridian.

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 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.