

STATE OF KANSAS
COUNTY OF Douglas

BE IT REMEMBERED, that on this 20th day of April, A. D. 1962, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Charles D. Howe and Maxine L. Howe, his wife who are personally

known to me to be the same person is, who executed the within instrument of writing, and such person is duly acknowledged the execution of the same.



IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.

E.C. Place
Notary Public E.C. Place

My commission expires: June 18 1963

Recorded April 25, 1962 at 3:10 P.M.

Frederic A. Beck Register of Deeds

Reg. No. 17,777
Fee Paid \$28.00

F. L. C. Loan Number

80255 BOOK 130

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KANSAS MORTGAGE

This Mortgage, made the 25th day of April, 1962

Between MARVIN W. ROGERS and RUTH ANN ROGERS, his wife

of the County of Douglas, State of Kansas, hereinafter called Mortgagor, and THE PRIDENTIAL 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 TWO HUNDRED FIFTY 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 May, 1967, 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 Sixteen (16) in Block B, LAWRENCE HEIGHTS, an Addition to the City of Lawrence

together with the tenements, hereditaments and appurtenances thereto 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.