

STATE OF KANSAS
COUNTY OF Douglas

ss.

BE IT REMEMBERED, that on this 27th day of May, A. D. 1964, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came O. Eugene Durham and Phyllis Ann Durham, his wife who are personally

known to me to be the same person S. who executed the within instrument of writing, and such person S. 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.

(SEAL)

Lois L. Ames Notary Public

My commission expires: August 6, 1967

Recorded May 28, 1964 at 9:10 A.M.

Register of Deeds

SATISFACTION

The debt secured by this mortgage has been paid in full, and the Register of Deeds is authorized to release it of record.

CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION

By Richard J. Holzmeister Vice President
Lawrence, Kansas, June 26, 1968

(Corp. Seal)

Reg. No. 19,600
Fee Paid \$15.00

P. I. C. Loan Number

88043 KANSAS MORTGAGE

BOOK 137

This Mortgage, made the 26th day of May, 1964, Between

ROBERT L. ELDER and WILMA J. ELDER, husband and 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, Newark, State of New Jersey, hereinafter called Mortgagee, and having its chief office in the City of Newark, State of New Jersey.

Witnesseth: That whereas Mortgagor is justly indebted to Mortgagee for money borrowed in the principal sum of

Eighteen 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 June, 1989, 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 One (1) in Southwest Addition No. 11, An Addition, to the City of Lawrence in 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 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.