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90016 BOOK 139 KANSAS MORTGAGE

day of

November

This Mortgage, made the Between 23rd

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C. D. ROGERS and LOLA MAY ROGERS, his wife

of the County of Douglas , State of Khanas, hereinalter called Mortgagor, and THE FRUDENTIAL 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 Mortgages, Witnesseth: That whereas Mortgagor is justly indebted to Mortgage for monay borrowed in the principal sum of

maturing and being due and payster ou see reference is hereby mede. New, Therefore, This Indenture Witnesseth: That Mortgagor, in consideration of the premises, and for the purpose of securing (1) payment of said indehtedness 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 Mortgages, 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 "E" in Block Two (2), of the Replat of Lots 4, 5, 6, 7, in Block 1;

Lots 3, 4, 6, 7, Block 2; and Lots 3, 4, 5, Block 3, in Kasold Terrace

Addition and a Plat of Holiday Hills Addition Number 2, an Addition to

the City of Lawrence, in Douglas County, Kansas.

ingether with the tenements, hereditaments and appurtenances thereunto belonging, and vacated public streets or property reverting thereto, and all fixtures now or increafter 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 agree herein contained, Mortgagor hereby transfers, sots over and assigns to Mortgagee:

a. All rents, profits, revenues, royalties, houses, rights and hendlits 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 Morigagee may demand, sue for and recover any such payments but shall not be required as to do.