

P.L.C. Loan Number

90221 BOOK 139

## KANSAS MORTGAGE

This Mortgage, made the 14th day of December, 1904.

Between KENNETH E. ELLIOTT and JO ANN J. ELLIOTT, 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

Fourteen 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 December, 1904 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 A, in Block Three (3), in the Replat of Lots One (1) and Two (2),  
 Block Three (3), and Lot Eight (8), Block One (1), in Kasold Terrace,  
 an Addition to the City of Lawrence, in Douglas County, Kansas.

together with the tenements, hereditaments and appurtenances therunto 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.