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Reg. No. 1,442  
Fee Paid \$95.00

P. I. O. Loan Number

BOOK 144

# 5955 KANSAS MORTGAGE

This Mortgage, made the 15th day of July, 1966, Between

DONALD R. CARBAUGH and ESTELLA J. CARBAUGH, his wife

of the County of Douglas, State of Kansas, hereinafter called Mortgagor, and THE LAWRENCE NATIONAL BANK, LAWRENCE KANSAS, a National Banking Corporation a body corporate, existing under and by virtue of the laws of Lawrence, State of Kansas, hereinafter called Mortgagee, and having its chief office in the City of Lawrence, State of Kansas.

Witnesseth: That whereas Mortgagor is justly indebted to Mortgagee for money borrowed in the principal sum of THIRTY-EIGHT 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 August, 1991, 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:

SW 1/4 Sec. 26, T. 13 S., R. 19 E. of 6 P. M. LESS a 10.46 acre tract desc. as follows: Beg. at the SW corner of said quarter section, th. E. 850 ft., th. N. 536 ft., th. W. 850 ft., th. S. 536 ft. to the place of beg.

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; including, but not limited to, wall-to-wall carpeting affixed or hereafter affixed to unfinished floors and all existing and future irrigation system or systems on or used in connection with said property, including all water rights, wells, machinery, motors, pipes, equipment, rights of way and appurtenances thereunto belonging, used in connection therewith, or in anywise appertaining, whether owned by the mortgagors on the date of this mortgage or hereinafter acquired shall all be considered as affixed and appurtenant to the realty and subject to the lien and the provisions of this mortgage (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.

for assignment of Mortgage see Book 146 page 15