GRIGHTAL COMPARED WIPH, RECUR 799100 KANSAS MORTGAGE

This Mortgage, made the Sixteenth February day of Between

A. J. MARTIN, a/k/a ARTHUR J. MARTIN, and GRACE M. MARTIN, husband and wife,

1 Perter F BOOK 149

19 68

Autial Release of Mortgage, See

of the County of Johnson , State of Kansas, hereinafter called Mortgagor,

Loan Numbe

and PATRONS CO-OPERATIVE BANK, OLATHE, KANSAS, a body corporate, existing under and by virtue of the laws of Kansas, and having its chief office in the City of , State of Kansas , hereinafter called Mortgagee, Witnesseth: That whereas Mortgagor is justly indebted to Mortgagee for money borrowed in the principal sum of

THIRTY THOUSAND AND NO/100---DOLLARS, a 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 suck 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.

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 Mor gagee, its successors and assigns forever, all the following described property, lands and premises, situated and being in the Cougty of Johnson and Douglas and State of Kansas, to wit:

All of Lot 2 and the East 72 feet of Lot 3 EXCEPT the following described

At of Lot 2 and the East 72 feet of Lot 3 EXCEPT the following described tract: Beginning at the northwest corner of the East 72 feet of Lot 3, thence South along the East line of Grant Street a distance of 295 feet, thence East 135 feet, thence North 135 feet to a point 160 feet South of the North line of Lot 2, thence East 25 feet, thence North 160 feet to the North line of Lot 2, thence West 160 feet to the point of beginning, all in Block 3, STEVENSON'S SECOND ADDITION to the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof. to the recorded plat thereof;

All of Lots 1 to 15 inclusive, in Pettyjohn's Subdivision of Lot 1 in Block 3, of Stevenson's Second Addition to the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof;

The Northeast Quarter (NE 1/4) of Section 2, Township 15 South, Range 20 East, Douglas County, Kansas;

The Southeast Quarter (SE 1/4) of Section 35, Township 14 South, Range 20 East, Less the West 850 feet of the North 1280 feet thereof, taken by condemnation proceedings in the District Court of Douglas County ANSAS, in Gase No. 21953, Douglas County, Kansas, FileD FOR RECORD

1063 FEB 16 PM 3 22 .6

Arquerte M B APPINTERLE M ERENNER REGISTER OF DEEDS

0.5

stedness \$ 30 000 Fee \$ 75.00 Paid this 1676 Fil. REGISTER OF DEEDS ICHNEON 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, ad 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 and, sue for and recover any such payments but shall not be required so to do.

b. All other rents, issues and profits of the premises from time to time accruing, whether under leases or tenancies now existing or hereafter created. It is understood and agreed, however, that there is reserved to Mortgagor, so long as he is not in default here-under, the right to receive and retain all such rents, issues and profits assigned to Mortgagee in the above sub-paragraph "b".