Loan Number

BOOK 162 26924 **KANSAS MORTGAGE**

This Mortgage, made the 16th day of September, 19 71
Between

NED ROSE and EDNA WAYNE ROSE, husband and wife,

of the County of Johnson, State of Kansas, hereinafter called Mortgagor,
and PATRONS STATE BANK & TRUST CO.
a body corporate, existing under and by virtue of the laws of Kansas, and having its chief office in the City of Olathe, State of Kansas, hereinafter called Mortgagee,

Witnesseth: That whereas Mortgagor is justly indebted to Mortgagee for money borrowed in the principal sum of Twelve Thousand Five Hundred 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.

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 20 in Block 21 in SINCLAIR'S ADDITION, an addition to the City of Lawrence, Douglas County, Kansas;

Subject to easements, restrictions, reservations and covenants of record, if any;

Said Note provides that upon transfer of title of the real estate mortgaged to secure this note, the entire unpaid balance may, at the option of the mortgagee, be declared due and payable at once, and this mortgage may not be assumed by a subsequent purchaser without written consent of mortgagee. Said note further provides for the payment of a transfer fee at the option of the holder thereof.

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.

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 hereunder, the right to receive and retain all such rents, issues and profits assigned to Mortgagee in the above subparagraph "b".