

Sam McCaffrey, Agent
The Columbia Title & Trust Co.
Phone ST 3-0155
Olathe, Kansas 66061

KANSAS MORTGAGE

27652

BOOK 163

This Mortgage, made the 24th day of June, 1971.
Between

ELVIN C. ALTENBERND and MARY W. ALTENBERND, Husband and wife,
of the County of Johnson, State of Kansas, hereinafter called Mortgagor,
and KANSAS SAVINGS AND LOAN ASSOCIATION
a body corporate, existing under and by virtue of the laws of Kansas, and having its chief office in the City of
Roeland Park, State of Kansas, hereinafter called Mortgagee,
Witnesseth: That whereas Mortgagor is justly indebted to Mortgagee for money borrowed in the principal sum of

FIFTY 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 September, 1996, 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:

The E 75 44/100 acres of the NE $\frac{1}{4}$ of Section 35 and the E 11 53/100 acres
of Fractional Lot 1 in Section 26, all in Township 12, S of Range 20, E
of the 6th P.M. described as follows, to-wit: Begin at the NE corner of
the NE $\frac{1}{4}$ of Section 35, thence S on the E boundary 40 chains to the SE
corner of the quarter section, thence W on the S boundary of the quarter
section 18 86/100 chains to a stone, thence N parallel with the E bound-
ary 40 chains to a stone in the N boundary 18 86/100 chains W of the
NE corner of the quarter section, thence N to the N boundary of Lot 1
in Section 26, a point in the Kansas River, thence E down the Kansas River
to the E boundary of Lot 1, thence S to the place of beginning, con-
taining 86 97/100 acres of land, according to the survey made by Holland
Wheeler, County Surveyor, April 16, 1878.

Part of the NW $\frac{1}{4}$ of Section 36, Township 12, S of Range 20 E, of the 6th
Principal Meridian, Kansas; described as follows: Beginning at the NW
corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 36, Township 12, Range 20;
thence 739.2 feet E; thence N to the Kansas River; thence along S bank
of the River to the NW corner of Section 36; thence S along the W line
of Section 36 to place of beginning, containing 31.06 acres according to
the survey of County Surveyor made November, 1904.

Commencing at a point on the Section line between Sections 35 and 36,
Township 12, Range 20, E 20 rods N of the quarter section corner; thence
N 20 rods; thence E 74 rods; thence S 20 rods; thence W 74 rods to place
of beginning, containing 9 $\frac{1}{4}$ acres more or less, being a part of the W $\frac{1}{2}$
of NW $\frac{1}{4}$ of Section 36, Township and Range aforementioned.

Commence at a point on the line between Sections 35 and 36, Township 12,
Range 20, 20 rods N of the quarter section corner; thence E 74 rods; thence
S 20 rods; thence W 74 rods; thence N 20 rods, to place of beginning, con-
taining 9 $\frac{1}{4}$ acres more or less, being a part of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section

36 in Township and Range aforementioned.

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

This mortgage and the note secured hereby are given as a part
payment of the premises herein described.

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.