

MORTGAGE

88378 BOOK 137

THIS INDENTURE, made this 27<sup>th</sup> day of April, 1964, between

WILLIAM W. SCOTT and THELMA MAXINE SCOTT, his wife

of the County of Douglas, State of Kansas, hereinafter designated, whether singular or plural, for the purpose of brevity, as MORTGAGOR, and

M. CAPP MANUFACTURING COMPANY, an Iowa Corporation of  
4721 East 14th Street, in the City of Des Moines

of the County of Polk, State of Iowa, hereinafter designated for the purpose of brevity, as MORTGAGEE.

WITNESSETH: That whereas the Mortgagor has heretofore executed to the Mortgagee the Mortgagor's note in the amount of \$ 12,158.40 to secure payment by the Mortgagor for certain building materials sold by the Mortgagee to the Mortgagor, and

WHEREAS the Mortgagor, in its application to the Mortgagee for credit, agreed to give the Mortgagee a mortgage on the property on which said building materials were to be used to secure the Mortgagor's debt to the Mortgagee should so request, and the Mortgagee has found it necessary to request such mortgage security.

NOW THEREFORE, in consideration of the premises and in fulfillment of the Mortgagor's agreement in its application for credit, the Mortgagor does hereby grant, bargain, sell and convey unto the said Mortgagee, the Mortgagee's successors and assigns

forever, all the tract or parcel of land lying and being in the County of Douglas, State of Kansas described as follows, to-wit:

All of Lot One Hundred Fifty-nine (159) and the East

Half of Lot One Hundred Sixty-one (161) on High Street,

in the City of Baldwin City, Douglas County, Kansas.

TO HAVE AND TO HOLD THE SAME, together with the hereditaments and appurtenances thereto belonging to the said Mortgagee, and Mortgagee's successors and assigns, forever. And the said Mortgagor, for said Mortgagor and Mortgagor's heirs, administrators, successors, and assigns does covenant with the said Mortgagee, and Mortgagee's successors and assigns, as follows: That the Mortgagor is lawfully seized of said premises and has good right to sell and convey the same; that the same are free from all encumbrances, **absolutely**.

that the Mortgagee and said Mortgagee's successors and assigns shall quietly enjoy and possess the same; and that the Mortgagor will warrant and defend the title to the same against all lawful claims not hereinbefore specifically excepted.

PROVIDED, NEVERTHELESS, that if the Mortgagor shall pay to the Mortgagee, or Mortgagee's successors or assigns, the sum of \$ 12,158.40

according to the terms of one principal promissory note, due and payable as follows, to-wit:

One Hundred Twenty (120) consecutive monthly installments of \$101.32 each, or more, on the 15th day of each and every month, commencing with the 15th day of July, 1964, and every month thereafter until the full sum of \$12,158.40, together with interest thereon, shall have been paid.

together with all sums advanced in protecting the lien of this mortgage, in payment of taxes on said premises, insurance premiums covering buildings thereon, principal or interest on any prior liens, expenses and attorneys' fees herein provided for, and sums advanced for any other purpose authorized herein, and shall keep and perform all of the covenants and agreements herein contained, then this deed to be null and void, and to be released at the Mortgagor's expense.

AND THE MORTGAGOR, for Mortgagor and Mortgagor's heirs, administrators, successors, and assigns, does hereby covenant and agree with the Mortgagee and Mortgagee's successors and assigns, to pay the principal sum of money and interest as above specified; to pay all taxes and assessments now due or that may hereafter become liens against said premises at least ten days before penalty attaches thereto; to keep any buildings on said premises insured by companies approved by the Mortgagee

against loss by fire and windstorm for at least the sum of \$ 12,158.40, and to deliver to said Mortgagee the policies for such insurance with mortgage clause attached in favor of said Mortgagee, or Mortgagee's successors or assigns;

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