

FORM No. 1118-CLAS 8

Summers Stationery Co., 103 Walnut St., Kansas City, Mo.

BOOK 139 329

Kansas Real Estate Mortgage

This Indenture, Made this 5th day of February, A. D. 1965, between

BENNIE A. HUGHES and MARY KATHRYN HUGHES, husband and wife

of Douglas County, in the State of Kansas, of the first part,

and JOURDAN MOBILE HOMES, INC. (a Missouri Corporation)

of Jackson County, in the State of Missouri, of the second part:

WITNESSETH: THAT SAID PART IES OF THE FIRST PART, in consideration of the sum of Twenty Three Thousand Twenty Three and No/100-----DOLLARS, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell and Convey unto said part y of the second part, its heirs and assigns, all of following described real estate situated in Douglas County and State of Kansas, to-wit:

All that part of the Northwest quarter of Section Twenty (20), Township Twelve (12) South, Range Nineteen (19) East of the 6th principal meridian lying South of the Kansas Turnpike in Douglas County, Kansas.

TO HAVE AND TO HOLD THE SAME, Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas, said

Bennie A. Hughes and Mary Kathryn Hughes, husband and wife

have this day expouted and delivered their certain promissory note in writing to said part y of the second part, of which the following is an exact copy:

NOTE.

Kansas City, Missouri

23,023.00

(City)

(State)

February 5th 1965

(Date)

For value received, I (we), the undersigned, jointly and severally promise to pay to the order of Jourdan Mobile Homes, Inc.

Kansas City, Missouri

(Dealer)

(City)

(State)

at the office of payee the sum of Twenty-three thousand twenty-three and 00/100 Dollars in 120 monthly installments of \$191.85 each, (with interest at the rate of 6% per annum from date to maturity and at the highest legal contract rate after maturity) payable the same day of each month beginning May 8 1965, the final installment to equal the total balance then remaining unpaid. This promissory note is secured by a chattel mortgage of even date herewith, given by the Payor to the Payee hereof. And each of us, whether principal, surety, guarantor or other party herein, hereby severally waive any and all benefit from any exemption or other parties herein, severally waive presentment for payment, protest and notice of non-payment of this note, and all defense by reason of any extension of time of its payment that may be given by the holder to them or either of them. If any of said installments be not paid when due, then all unpaid installments shall immediately become due and payable without notice or demand at the election of payee or assigns.

Signature

Bennie A. Hughes

Signature

Mary Kathryn Hughes

NOW, If said part ies of the first part shall pay, or cause to be paid, to said part y of the second part its heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable, and said part y of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Bennie A. Hughes
Mary Kathryn Hughes

See Partial Release Dec 14/1 Page 196