

MORTGAGE

16-2-T.W.

Hall Litho. Co., Inc., Topeka

BOOK 147 9423

THIS INDENTURE, Made this 4th day of August

A. D. 1966

between Billy Ro Chappell and Marjorie J. Chappel, his wife
of Douglas County, in the State of Kansas, of the first part
and Miles Homes of Kansas, Inc.,
of Shawnee County, in the State of Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of

Eight Thousand Seven Hundred Eighty and 00/100 DOLLARS,

the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said parties of the second part, themselves, their heirs and assigns, all the following described Real Estate, situated in Douglas County, and State of Kansas to wit:

Beginning at the Southwest corner of the North half of the Northeast Quarter (N.E. 1/4) of Section 28, Township 13 South Range of 19 East; Thence East 400.0 feet; thence North 544.0 Quarter Section; thence South on the Quarter Section Line 544.0 feet to the point of beginning. Containing (5) Acres More or Less all in Douglas County, Kansas.

Said parties of the first part do hereby covenant and agree that at the delivery of this instrument they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except and that will warrant and defend the same against all claims whatsoever.

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

Said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of Eight Thousand Seven Hundred Eighty and 00/100 DOLLARS in some insurance company satisfactory to said mortgagee.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said Billy Ro Chappell and Marjorie J. Chappel, his wife

have this day executed and delivered a certain promissory note in writing to said parties of the second part, of which the following is a copy: Principal sum of \$8,780.00 with interest thereon at the rate of 6% per annum from date hereof until paid, said principal sum and interest payable in monthly installments of 72.00 of more per month commencing on January 30th, 1967 and like amount on the 30th day of each month thereafter until the 30th day of January 1970 when the remaining unpaid balance shall be due and payable; with all payments to be applied first to interest and the balance on principal.

NOW, if said parties of the first part shall pay or cause to be paid to said parties of the second part, themselves, their 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, or if insurance premiums are not paid when due, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said parties 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.

Billy R. Chappell
Marjorie J. Chappell

For satisfaction of Mortgage See Book 157 Page 281