

THIS INDENTURE entered this 19 day of Dec, 1967 by and betweenROBERT E. GLENN and CAROLYN SUE GLENN, husband and wife, whose postoffice address is 1703 Wittenberg - Topeka, State of Kansas
hereinafter designated, whether singular or plural, for the purpose of brevity as MORTGAGOR, andCAPP-HOMES, INC., a Delaware corporation, whose correct post office address
is 3355 Hiawatha Avenue South, City of Minneapolis, State of Minnesota,
hereinafter designated for the purpose of brevity as MORTGAGEE.

WITNESSETH: That whereas the Mortgagor has delivered to the Mortgagee the Mortgagor's note in the amount of \$ 7,000.00 being an indebtedness due and owing to the Mortgagee for certain building materials sold by it to Mortgagor, and WHEREAS the Mortgagor, in the application for credit to the Mortgagee, agreed to give the Mortgagee a mortgage on the real property on which said building materials are to be used to secure the Mortgagor's debt to the Mortgagee.

NOW, THEREFORE, in consideration of the indebtedness due and owing to the Mortgagee from the Mortgagor and other valuable consideration in hand paid by the Mortgagee to the Mortgagor, receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, bargain, sell and convey unto the said Mortgagee, and its successors and assigns forever, all the tracts or parcels of land lying and being in the County of Douglas, State of Kansas described as follows, to-wit:

All that part of the Northeast Quarter of Section

31, Township 11, in Range 18, in Douglas County,

Kansas, lying East of the public road.

TO HAVE AND TO HOLD THE SAME, together with the hereditaments and appurtenances thereto belonging to the said Mortgagee, and 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 its 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; the Mortgagor warrants the title to the premises and further warrants that the Mortgagee and its 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 its successors or assigns at 3355 Hiawatha Avenue South, City of Minneapolis, State of Minnesota, the sum of \$ 7,000.00 according to the terms of one principal promissory note due and payable as follows, to-wit:

One Hundred Twenty (120) consecutive monthly installments as follows:

The first 60 consecutive monthly installments of \$ 86.00 each, or more, on the 1st day of each and every month, commencing with the 1st day of June, 1968; the second 59 consecutive monthly installments of \$ 68.00 each, or more, on the 1st day of each and every month, commencing with the 1st day of June, 1973, and every month thereafter; the entire balance due hereunder shall become due and payable on the 120th installment. The unpaid balance due hereunder shall bear interest at the rate of 6 per cent per annum; said interest to be computed monthly shall first be deducted from the said monthly payments and the balance of each monthly payment credited as principal.

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.