

MORTGAGE

14359 T. W. BOOK 151

Hall Litho. Co., Topeka

THIS INDENTURE, Made this 10th day of August

A. D. 1968

between Harold T. Hutton and Ruthie M. Hutton, 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 Fifty-three

and no DOLLARS,

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

Lot 79 on New Jersey Street, in the City of Lawrence, 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 Fifty-three DOLLARS in some insurance company satisfactory to said mortgagee.

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

Harold T. Hutton and Ruthie M. Hutton, his wife

has this day executed and delivered a certain promissory note in writing to said part of the second part, of which the following is a copy:

Principal sum of \$8,053.00 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 \$68.00 or more per month commencing on January 1, 1969 and like amount on the 1st day of each month thereafter until the 1st day of January 1972 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 party of the second part, themselves 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 party 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.

Harold T. Hutton
Harold T. Hutton

Mrs. Ruthie M. Hutton
Mrs. Ruthie M. Hutton