

BOOK 151

14864

MORTGAGE

THIS INDENTURE entered this 3rd day of August 19 68, by and between
PAUL A. BADGER and DELPHA BADGER, husband and wife, whose post
office address is 1520 Powers, City of Lawrence State of Kansas,
hereinafter designated, whether singular or plural, for the purpose of brevity as MORTGAGOR, and
CAPP-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 \$ 13,084.00, 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:

Lot No. Seven (7) in Valley Brook Acres, a Subdivision of
Douglas County, Kansas.

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 \$ 13,084.00 according to the terms of one principal promissory note due and payable as
follows, to-wit:

One Hundred Nineteen (119) consecutive monthly installments of
\$ 109.00 each, or more, on the 1st day of each and every
month, commencing with the 1st day of October, 1968,
and every month thereafter; the entire balance due hereunder
shall become due and payable on the 120th installment, without
interest to maturity. All delinquent payments due hereunder
shall bear interest at the rate of six per cent per annum.

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.