

465 Reg. No. 5,195  
Fee Paid \$36.00

ph BOOK 158 23249 MORTGAGE

THIS INDENTURE entered this 29 day of September 19 70, by and between  
JAMES ROBERT WALKER and ARCHIE MAE WALKER, his wife, 1300 Penn St., Lawrence.

County of Douglas, State of Kansas, hereinafter designated, whether  
singular or plural, for the purpose of brevity, as MORTGAGOR, and CAPP-HOMES, INC., a Corporation  
whose correct post office address is 3355 Hiawatha Avenue, Minneapolis, 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 \$ 14,400.00, 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 One-hundred thirty-two (132) on Pennsylvania  
Street, in the City of Lawrence, County of Douglas,  
State of 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 succe-  
sors or assigns, the sum of \$ 14,400.00, according to the terms of one principal promissory note  
due and payable at 3355 Hiawatha Avenue, City of Minneapolis, State of Minnesota,  
as follows, to-wit:

One Hundred Forty-four (144) consecutive monthly installments as  
follows:

The first 72 consecutive monthly installments of \$ 172.00  
each, or more, on the 15th day of each and every month,  
commencing with the 15th day of November, 1970; the  
second 71 consecutive monthly installments of \$ 126.00  
each, or more, on the 15th day of each and every month,  
commencing with the 15th day of November, 1976, and  
every month thereafter; the entire balance due hereunder shall  
become due and payable on the 144th installment. The unpaid  
balance due hereunder shall bear interest at the rate of  
7-3/4 per cent per annum; said interest to be computed  
monthly shall first be deducted from 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.