

THIS INDENTURE entered this 2nd day of Oct, 19 69, by and between

WALTER E. CARTER SR., and F. ANN CARTER, husband and wife, whose post

office address is Route #1, Box 19, City of Paola, in the 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, 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 \$ 16,327.00, 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:

One (1) Acre. Located as such:

In the North half of the Southeast Quarter of Section 17, Township 15, Range 18.

Starting, at a point at the NE Corner of said 1/4 Section, South 300' to NE Corner of Lot thence 90° turn West 209' to NW Corner lot, thence 90° turn to South 209' to SW Corner lot, thence 90° turn to East 209'. To SE Corner lot thence 90° turn to North 209'. To a true closure at NE Corner which composes approximately one (1) acre of ground.  
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 successors assigns at 3355 Hiawatha Avenue, City of Minneapolis, State of Minnesota the sum of \$ 16,327.00 according to the terms of one principal promissory note due and payable as follows, to-wit:

Twenty-four (24) consecutive monthly installments as follows:

The First 4 consecutive monthly installments of \$ 102.04 each, or more, on the 1st day of each and every month, commencing with the 1st day of December, 1969; the next 20 consecutive monthly installments of \$ 146.27 each, or more, on 1st day of each and every month, commencing with the 1st day of April, 1970; the entire balance of principal and interest due hereunder shall become due and payable on the 24th installment. The unpaid balance due hereunder shall bear interest at the rate of 7-1/2 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.