

BOOK 159

23819

REAL ESTATE MORTGAGE

(Prepare in Triplicate)

MORTGAGOR

(Names and Addresses)

Francis E. Cain & Rosa Bell Cain,
His Wife
Rt. 1
Lawrence, Kansas

OF Douglas COUNTY, KANSAS
(hereafter called "Mortgagor")

MORTGAGEE

COMMERCIAL CREDIT PLAN INCORPORATED

836 Massachusetts
Lawrence, Kansas

OF Douglas COUNTY, KANSAS
(hereafter called "Mortgagee")

First Pmt. Due Date	Final Pmt. Due Date	Loan Number	Date of Loan (Note & Mortgage)	Number of Monthly Payments	Amount of Each Pmt.	Amount of Mortgage (Face Amt. of Note)
03 01 71	02 01 74	5621-	01 18 71	36	115.00	4110.00
Date Due Each Mo.						

THIS INDENTURE WITNESSETH THAT the Mortgagor, above named, of the above named address in the County above indicated and State above indicated Mortgages and Warrants to the Mortgagee named in print above, for and in consideration of the above amount of Mortgage, receipt of which is hereby acknowledged, the following described real estate in Douglas County, Kansas, to wit: Beginning 200 feet South of the Northeast corner of a tract described as the East 13 1/3 acres of the South 40 acres of the Southwest quarter of Section 24, Township 12 South of Range 19, East of the Sixth Principal Meridian, thence West 333 feet, thence South 270 feet, thence East 333 feet, thence North 270 feet to the point of beginning all in Douglas County, Kansas.

Together with all heating, lighting, and plumbing equipment and fixtures, including stokers and burners, screens, awnings, storm windows and doors, and window shades or blinds, used on or in connection with said property, whether the same are now located on said property or hereafter placed thereon.

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 mortgagor hereby covenants with said mortgagee that at the delivery hereof, mortgagor being the lawful owner of said premises and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, mortgagor will warrant and defend the title thereto forever against any claims and demands of any nature or kind whatsoever except as to any first mortgage on the premises, if said first mortgage exists.

PROVIDED ALWAYS, and this mortgage is executed to secure the payment of the sum of FOUR THOUSAND ONE HUNDRED AND EIGHT DOLLARS AND 00/100 Dollars (\$ 4110.00) including interest, together with such charges and advances as may be due and payable to said mortgagee under the terms and conditions of the promissory note of even date herewith and secured hereby, executed by said mortgagor to said mortgagee, payable as expressed in said note, and to secure the performance of all the terms and conditions contained therein. The terms of said note are incorporated herein by this reference.

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said mortgagor by said mortgagee, any renewals, refinances or extensions and any and all indebtedness in addition to the amount above stated which said mortgagor may owe to said mortgagee, however evidenced, whether by note, book account or otherwise. This mortgage shall remain in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns, until all amounts secured hereunder, including future advances, are paid in full with interest.

The mortgagor hereby assigns to said mortgagee all rents and income arising at any and all times from said property, and hereby authorizes said mortgagee or its agent, at its option, upon default, to take charge of said property and collect all rents and income therefrom and apply the same to the payment of interest, principal, insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in tenable condition, or to other charges or payments provided for herein or in the note hereby secured. This rent assignment shall continue in force until the unpaid balance of said note is fully paid. The taking of possession hereunder shall in no manner prevent or retard said mortgagee in the collection of said sums by foreclosure or otherwise.

Mortgagor shall keep and maintain the buildings and other improvements now on said premises or hereafter erected thereon in good condition and repair at all times and not suffer waste or permit a nuisance thereon and will promptly pay, before the same shall become delinquent, all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon the mortgaged premises or any part thereof or upon the interest of the mortgagor, his successors or assigns, in said premises or upon the note or debt secured by this mortgage.

The failure of the mortgagee to assert any of its rights hereunder at any time shall not be construed as a waiver of its right to assert the same at any later time, and to insist upon and enforce strict compliance with all the terms and provisions of said note and of this mortgage.

If said mortgagor shall cause to be paid to said mortgagee the entire amount due it hereunder, and under the terms and provisions of said note hereby secured, including future advances, and any extensions, refinances or renewals thereof in accordance with the terms and provisions thereof, and if said mortgagor shall comply with all the provisions of said note and of this mortgage, then these presents shall be void; otherwise to remain in full force and effect, and said mortgagee shall be entitled to the possession of all of said property, and may, at its option, declare the whole of said note and all indebtedness represented thereby to be immediately due and payable, and may foreclose this mortgage or take any other legal action to protect its right, and from the date of such default all items of indebtedness secured hereby shall draw interest at 10% per annum. In the event it becomes necessary to foreclose this mortgage the costs and expenses of an abstract incident to said foreclosure shall be an additional charge against said mortgaged premises secured by this mortgage. Appraisal waived.

In the event a proceeding is brought in eminent domain against any of the above described mortgaged property the mortgagor hereby assigns and sets over to the mortgagee all proceeds to be applied against the unpaid balance of said note.

The terms and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Witness the hand(s) and seal(s) of the Mortgagor(s) this Eighteenth day of January, A. D. 19 71.

(Signature) Francis E. Cain (SEAL)
(Type Name) Francis E. Cain
(Signature) Rosa Bell Cain (SEAL)
(Type Name) Rosa Bell Cain
(Signature) _____ (SEAL)
(Type Name) _____
(Signature) _____ (SEAL)
(Type Name) _____

STATE OF Kansas
County of Douglas

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY, That on this 18th day of Jan, 19 71,
Francis E. Cain & Rosa Bell Cain

personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (he) (she) (they) signed, sealed and delivered the said instrument as (his) (her) (their) free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal the day and year last above written.

CCC 1561 ORIGINAL - RECORD
DUPLICATE - CUSTOMER
TRIPLICATE - OFFICE

Alpha Cohen
Notary Public
My Commission Expires 1, 1973

Recorded January 25, 1971 at 10:00 A.M.

Janice Boon Register of Deeds