

MORTGAGE 27439 BOOK 163 Lawrence Outlook, Lawrence, Kansas

This Indenture, Made this 3rd day of November
A. D. 1971, between Francis E. Cain and Rosa Bell Cain, husband and wife,
of Lawrence, in the County of Douglas and State of Kansas
of the first part, and the DeSoto State Bank, DeSoto, Kansas
of the second part

Witnesseth. That the said part 1st of the first part, in consideration of the sum of
Thirty thousand DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do
grant, bargain, sell and Mortgage to the said part 2nd of the second part its heirs and assigns forever,
all that tract or parcel of land situated in the County of Douglas and State of
Kansas, described as follows, to wit:
Beginning at the Northeast corner of Section Seven (7), Township Thirteen (13) South,
Range Twenty-One (21) East of the Sixth Principal Meridian; thence South 600 feet; thence
West 440 feet; thence North to the center of the Wakarusa River; thence Northeasterly
along the center of said river to the North line of Section 7; thence East on section
line to the point of beginning in Douglas County, Kansas.

EXCEPT:
Beginning on the East line of the Northeast 1/4 of Section 7-T.13S.-R.21E., Douglas
County, Kansas, at a point 400.0 feet South of the Northeast corner of said Northeast 1/4,
thence South 200.0 feet, thence West 440.0 feet, thence North 200.0 feet, thence East
440.0 feet to the point of beginning. Contains 2.02 Acres more or less. Subject to Road
right of way of the State of Kansas, and all the estate, title and interest of the said part 1st of the first part therein.

And the said first parties
do hereby covenant and agree that at the delivery hereof that 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

This grant is intended as a mortgage to secure the payment of Thirty thousand
Dollars, according to the terms of a certain note this day executed and delivered by the
said first parties to the
said part 2nd of the second part

This is a Home Construction Loan-----

and this conveyance shall be void if such payments be made
as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or
if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become
due and payable, and it shall be lawful for the said part 2nd of the second part its executors, administrators,
and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-
scribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest,
together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part 2nd
making such sale, on demand to said first parties their heirs and assigns

In Witness Whereof, The said part 1st of the first part ha. ve hereunto set their
hand s and seals the day and year first above written.
Signed, Sealed and delivered in presence of

(Francis E. Cain) (SEAL)
(Rosa Bell Cain) (SEAL)

STATE OF KANSAS,
Johnson County

BE IT REMEMBERED, That on this 3rd day of November A. D. 1971
before me, the undersigned a Notary Public

in and for said County and State, came Francis E. Cain and Rosa Bell
Cain, husband and wife,

to me personally known to be the same persons who executed the foregoing instrument
of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal
on the day and year last above written.



My Commission expires November 15, 1973
(Arthur Gabriel)

Recorded November 4, 1971 at 10:45 A. M.
By: Janice Beane Register of Deeds
Lorene Division Deputy