

Reg. No. 15,011
Fee Paid \$1.50

69369 BOOK 121

MORTGAGE

318-1

Crane & Co., Inc., Stationers, Office Outfitters, Legal Blanks, Topeka, Kansas

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THIS INDENTURE, Made this 1st day of April, A. D. 19 59,
between Harvey William Nelson and his wife, Pauline A. Nelson
of Douglas County, in the State of Kansas, of the first part,
and B & I Acceptance Co., Inc.
of Leavenworth County, in the State of Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Five hundred eighty-two
and 96 DOLLARS,

the receipt of which is hereby acknowledged, do hereby these presents, Grant, Bargain, Sell, and Convey unto said part
of the second part, heirs and assigns, all the following-described real estate, situated in Douglas
County and State of Kansas, to wit:

Lot No. Thirty One (31) in Simpson's Subdivision, in that part of the City of
Lawrence, Formerly known as North Lawrence,

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances
thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said Harvey
William Nelson and his wife, Pauline A. Nelson
have this day executed and delivered a certain promissory note in writing to said party of the
second part, of which the following is a copy:

NOTE

(A) Payee B & I ACCEPTANCE CO., INC.
223 So. Fifth St.
Leavenworth, Kansas

Secured by mortgage on real estate

(B) Agreed
Rate of Charge
on Loan Not
Exceeding
\$2100

3% per month on that part of the unpaid principal balance not in excess of
\$500 and 1 1/2% per month on any remainder of unpaid principal balance, to
date of maturity and 4 months thereafter, and thereafter 10% per annum on
the unpaid principal balance.

(C) BORROWERS (Names and Addresses):

LOAN NO.

5D/1553

(D) DATE FIRST IN-

STALLMENT PAID

May 1, 1959

(E) DATE OF LOAN

CONTRACT

April 1, 1959

(F) PRINCIPAL

AMOUNT OF LOAN

\$503.60

(G) FACE AMOUNT

OF NOTE

\$525.96

(H) AMOUNT OF

CHARGES

\$79.27

(I) PRINCIPAL AND CHARGES ARE PAYABLE IN
24 CONSECUTIVE MONTHLY INSTALLMENTS of \$24.29 EACH, EXCEPT FINAL PAYMENT
SHALL BE \$ 24.29

(J) INSURANCE
KIND PREMIUM
Life \$10.00
\$17.40

(K) FILING,
RECORDING AND
RELEASES FEE
\$1.00

IN CONSIDERATION of a loan made by the payee at its above address the undersigned jointly and severally promise to pay to
the order of said payee at its above office, and subject to the terms hereof, the face amount of note as stated in (G) above, with
charges as herein provided.

The face amount of note as stated in (G) above, which includes the principal amount of loan as stated in (F) above and charges
at the rate or rates as set forth in (B) above, precomputed on scheduled unpaid principal balance to maturity, according to the terms
of this contract, is payable in consecutive monthly installments as indicated in (I) above, beginning on the due date for the first install-
ment stated in (D) above and continuing on the same day of each succeeding month thereafter until fully paid. Payment in advance
may be made in any amount. Default in paying any installment shall, at the option of the holder hereof and without notice or demand,
render the entire sum remaining unpaid at once due and payable, less any required refund or credit of charges, with the then remain-
ing unpaid principal balance to draw the highest legal rate of charges.

The precomputed charges included in the face amount of note are subject to refund in case of prepayment in full one month or
more before the final installment date, as provided by Section 10(c) of the Kansas Consumer Loan Act. If partial prepayment in an
amount of one periodic payment or more is made one month or more before the amount so paid in due, the precomputed charges are
subject to recomputation as provided in Section 10(d) of the Kansas Consumer Loan Act. Upon default of one or more contract pay-
ments, lender at its option may recompute charges on said loan contract from date of loan by crediting the face amount of note with
the entire amount of precomputed charges and by applying each payment made, as of date of payment, first to accrued charges due on
the unpaid principal balance at said date, and applying the remainder to the unpaid principal balance; thereafter charges shall be com-
puted on the unpaid principal balance at the rate or rates set forth in (B) above. In the event charges are recomputed by reason of
default, every payment made thereafter shall be applied first to the accrued charges due on the unpaid principal balance, and any
remainder shall be applied to the unpaid principal balance.

Extension of the time of all or any part of the amount owing hereon, or any variation, modification or waiver of any term or con-
dition hereof at any time or times shall not affect the liability of any party hereto or co-maker, endorser, guarantor or surety hereof, it
being the intent of all parties to this note that they shall continue, jointly or severally, absolutely liable for the payment of the aforesaid
indebtedness until the same is actually paid in full. Co-makers, endorers, guarantors, sureties, and all parties hereto severally waive
notice of acceptance, presentment for payment, demand, protest and notice of demand, nonpayment and protest of this note.

The caption hereto, including items (A) to (K) inclusive, is a part of this note.

The borrower acknowledges receipt of a statement of loan required by law.

WITNESSES:

Harvey William Nelson (SEAL)

Pauline A. Nelson (SEAL)

(SEAL)