STATE OF KANSAS COUNTY OF Douglas BE IT REMEMBERED, that on this 19th day of April A. D. 19 63 , before me, the under Notary Public in and for the County and State aforesaid, came_ Richard J. Holameister and Marjorie J. eister, his wife Wn to mely be the s who are personally te person S, who executed the within instrument of writing, and such person S, duly acknowl digit the same person S. who executed the within instrument of writing, and such person S. duly ack within the same. WYNET DOWN WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written. FUS shall August 5, 1963 ue Marshall Recorded April 19, 1963 at 3:35 P.M. The debt secured by this mortgage has been paid in full, and the Register of Deeds is authorized to release it of record. CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION Topeka, Kansas, September 21, 1971 (Corp. Seal) 83941 BOOK 133 KANSAS REAL ESTATE MORTGAGE THIS MORTGAGE, made on April 10 , 19 63 , between John E. andBerthachie brow of Douglas , in the State of Kansas, hereinafter referred to as Mortgagets, and Commerce Acceptance , Kansas, hereinafter referred to as Mortgaget; D of WITNESSETH, that Mortgagors, in consideration of the sum of TEN DOLLARS, and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby mortgage and warrant to Mortgagee, its suc-cessors and assigns, all of the following described property situated in the County of **Bouglas**, and State of Kansas, to wit: Lots #147, 149, and 151 on Elm Street, North Lawrence Addition, Law 491 45 This mortgage is given to secure payment of a promissory note of which the following is a true copy: PROMISSORY NOTE \$ 3744.00 Dated April 10 . 19:63 For Value Received, I promise to pay to the order of Commerce Acceptance Company of Lawrence (Dealer or Cadvactor) at the office of COMMERCE ACCEPTANCE CO., or as designated by the holder hereof, the sum of <u>Thirty-seven hundred and forty-four dollars and no hundreds</u> payable in <u>48</u> equal successive monthly instalments of \$ 78.00 ______esch, (except the final instalment, which shall be each, (except the final instalment, which shall be (Number) the balance then due on this note), the first instalment to be paid <u>May 20, 1963</u> and subsequent instalments on the same day of each month thereafter until paid in full, or with interest after maturity at the highest lawful contract rate. and day of each monin increaser until pais in full, or with increast after manuity at the signest lawful contract rate. A default in the payment of any installment or any part thereof, at the option of the holder hereof, and without notice and demand shall render the entire unpaid balance due and payable immediately. All parties hereto, including commaters, ascer-and render the entire unpaid balance due and payable immediately. All parties hereto, including commaters, are the addresses, severally waive, demand and presentment for payment, notice of non-payment, notice of process of this note, and further are all benefits of valuation, appraisement, homestead and other exemption laws, where such waiver is permitted by law. Each including the holder with the law of the source of the other source of 70 of the installment of \$2.50, which ever a delinquent for more the PLEASE PRINT MAILING ADDRESS 328 Elm Street Lawrence, (Zone) (State) Costia

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