

85283 BOOK 135
KANSAS REAL ESTATE MORTGAGE

THIS MORTGAGE, made on **August 9, 1963**, between **Robert D. Douglas** of the County of **Douglas**, in the State of Kansas, hereinafter referred to as Mortgagors, and **Leona E. Burgess** of the County of **Commerce**, hereinafter referred to as Mortgagee;

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 successors and assigns, all of the following described property situated in the County of _____, and State of Kansas, to-wit:

The north 90 feet of lot one in Burgess Subdivision of a portion of the west one-half (1/2) of Block 46 West Lawrence, being part of a track of land described in deed recorded 5-23-62 in book 221, page 470, of the Records of the Register of Deeds, Douglas County as follows: Beginning 300 feet North and 40 feet west of the Southeast corner of the Southwest quarter of Block 46, West Lawrence, thence west 125 feet thence South 183 feet to point of beginning, all in the Southwest quarter of Block 46, West Lawrence, in the City of Lawrence, Kansas referred to for convenience as: Lots 10, 11, 12, and 13, in the southwest quarter of Block 46, West Lawrence, Kansas

This mortgage is given to secure payment of a promissory note of which the following is a true copy:

(Attach copy of promissory note)

The Mortgagors hereby agree to pay all taxes assessed on said property before any penalties or costs accrue thereon and also agree to keep said property insured in favor of the Mortgagee in an amount satisfactory to Mortgagee; in default whereof the Mortgagee may pay the taxes and accruing penalties, interest and costs, and may insure the same at the expense of the Mortgagors, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the date of payment thereof become an additional lien under this mortgage on the above described property, and shall bear interest at the rate of Ten Percent (10%) per annum until paid to the Mortgagee.

This mortgage shall be void if all payments are made as provided in said note and in this mortgage. Time is of the essence. If default is made in any such payment, then the whole of the principal secured by this mortgage, with interest, shall become immediately due and payable, at the option of the Mortgagee; and it shall be lawful for the Mortgagee at any time thereafter to take possession of said property and foreclose and sell the same, or any part thereof, in the manner prescribed by law, appraisal of said property and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas being hereby expressly waived by the Mortgagors.

IN WITNESS WHEREOF, the Mortgagors have hereunto subscribed their names on the day and year first above written.

Robert D. Burgess
X *Leona E. Burgess*
Mortgagors

STATE OF KANSAS }
COUNTY OF DOUGLAS ss.

BE IT REMEMBERED, that on this **19th** day of **August**, **1963**, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **Robert D. and Leona E. Burgess** to me personally known to be the same persons who executed the within instrument of writing, and such persons, duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Alpha Carlson
Notary Public

My commission expires: *April 1, 1965*

PROMISSORY NOTE

\$ **4032.00** Dated **August 9,** 19 **63**

For Value Received, we promise to pay to the order of **Commerce Acceptance of Lawrence** (Dealer or Contractor)

at the office of COMMERCE ACCEPTANCE CO., or as designated by the holder hereof, the sum of **Four thousand and thirty-two dollars and no cents** Dollars payable in **36** equal successive monthly instalments of \$ **112.00** each, (except the final instalment, which shall be the balance then due on this note), the first instalment to be paid **9-11-63** 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.

A default in the payment of any instalment 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 co-makers, sureties, guarantors and endorsers, severally waive, demand and presentment for payment, notice of non-payment, notice of protest of this note, and further waive all benefits of valuation, appraisal, homestead and other exemption laws, where such waiver is permitted by law.

Each instalment delinquent for more than 10 days, shall bear one delinquency charge of 5% of the instalment or \$2.50, which ever is the lesser, at the option of the holder hereof.

PLEASE PRINT MAILING ADDRESS

1820 Meriden Road

(Number and Street or R. F. D.)

Topeka, Kansas

(City)

(Zone)

(State)

Robert D. Burgess
(Signature)
X *Leona E. Burgess*
(Signature of Wife or Husband)

Recorded August 21, 1963 at 1:30 P.M.

SLP 12-00

RECEIVED of Robert D. and Leona E. Burgess the within named mortgagors, the sum of Four Thousand Thirty Two and no 100 DOLLARS, in full satisfaction of the within Mortgage.

Commerce Acceptance of Lawrence, Inc.
by Robert L. Mouron - Asst. V. Pres.