

85489 BOOK 135
KANSAS REAL ESTATE MORTGAGE

THIS MORTGAGE, made on August 26, 1963, between John T. and Carol J. Garcia, Douglas, in the State of Kansas, hereinafter referred to as Mortgagors, and Commerce Acceptance of Lawrence, Kansas, 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 Douglas, State of Kansas, to-wit:

Southwest Addition number four, Block C, lot 18, an addition to city of Lawrence, Douglas County.

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

PROMISSORY NOTE

\$ 4152.00

Dated August 26, 1963

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 one hundred and fifty-two Dollars
payable in 48 equal successive monthly instalments of \$ 86.50 each, (except the final instalment, which shall be (Number) 10-5-63 and subsequent instalments on the balance then due on this note), the first instalment to be paid 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, appraisalment, 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

1108 W. 22nd Terrace

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

Lawrence, Kansas

(City)

(Zone)

(State)

John T. Garcia
(Signature)
Mrs. Carol J. Garcia
(Signature of Wife or Husband)

Co-Signor

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, appraisalment 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.

John T. Garcia
Mrs. Carol J. Garcia
Mortgagors

STATE OF KANSAS)
COUNTY OF DOUGLAS) ss.

BE IT REMEMBERED, that on this 26th day of August 1963, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John T. and Carol J. Garcia 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.

NOTARY PUBLIC

Alpha E. Cahn
Notary Public

My commission expires: April 1, 1965

RECEIVED

Aug 28, 1963

John T. Garcia and Carol J. Garcia, the within named mortgagors, have received from Commerce Acceptance of Lawrence, Kansas, the sum of Four thousand one hundred and fifty-two & 00/100 DOLLARS, in full satisfaction of the within mortgage.

John T. Garcia, Exec. Vice

This mortgage was recorded on the original mortgage entered in the public records of Douglas County, Kansas, on the 11th day of August, 1963.
By: [Signature]
Notary Public
(Corp. Seal)