

88514 BOOK 138
KANSAS REAL ESTATE MORTGAGE

THIS MORTGAGE, made on June 19, 1964, between Jess E. Horton & Flora Bell Horton (Husband & wife) of Douglas, in the State of Kansas, hereinafter referred to as Mortgagors; and Commerce Acceptance of Lawrence, Inc., 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, and State of Kansas, to-wit:

Lot Sixteen (16) in Addition Six (6), in that part of the City of Lawrence formerly known as North Lawrence.

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.

Jess E. Horton
Jess E. Horton
Flora Bell Horton
Flora Bell Horton
Mortgagors

STATE OF KANSAS)

COUNTY OF)

Douglas

BE IT REMEMBERED, that on this 19th day of June, 1964, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jess E. & Flora Bell Horton 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 Calhoun
Notary Public

My commission expires: April 1, 1965

PROMISSORY NOTE

Dated June 19, 1964

\$ 4680.00

For Value Received, I promise to pay to the order of Commerce Acceptance of Lawrence, Inc. (Dealer or Contractor)

at the office of COMMERCE ACCEPTANCE CO., or as designated by the holder hereof, the sum of Four Thousand Six Hundred Eighty and no/100 - - - - - Dollars payable in 60 equal successive monthly instalments of \$ 78.00 each, (except the final instalment, which shall be the balance then due on this note), the first instalment to be paid July 19, 1964 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

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

(City)

(Zone)

(State)

Jess E. Horton
(Signature)

Flora Bell Horton
(Signature of Wife or Husband)

Co-Signer

Recorded July 9, 1964 at 11:50 A.M.

Ronald A. Cook

Register of Deeds