

1738 KANSAS REAL ESTATE MORTGAGE

BOOK 140 /and Mary DeLoas (Husband & Wife)
THIS MORTGAGE, made on June 23, 1965, between Rolland E. DeLoas of the County 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, State of Kansas, to-wit:

Lot Number Sixty-Three (63) in Block Number Ten (10) on Missouri Street, in that part of the City of Lawrence known as West Lawrence

NOTE
\$2772.00
Lawrence (City) Kansas (State) June 23, 1965 (Date)
FOR VALUE RECEIVED, Rolland E. & Mary DeLoas, the undersigned jointly and severally promise to pay to the order of Commerce Acceptance of Lawrence, Inc., the sum of Two Thousand Seven Hundred Seventy-two and no/100--Dollars, in installments payable as follows: 77.00 Dollars on the 23rd day of July, 1965, and thereafter until the whole sum is fully paid, with interest after maturity at the highest lawful contract rate. A default in the payment of any installment or any part thereof, or the terms of the holder hereof, and without notice and demand, shall render the entire unpaid balance due and payable immediately. All future terms, including re-making, re-terms, extensions and endorses, severally curvy, limited and superseded for payment, notice of non-payment, notice of protest of this note, and hereby waives all benefits of valuation, appraisal, homestead and other exemption laws, where such waiver is permitted by law and here to pay 15% of the amount due on a borrower's fees, and upon note in the event this note is referred for collection to an attorney, where permitted by law.

Witness: Rolland E. DeLoas (Seal) Mary DeLoas (Seal)

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.

x Rolland E. DeLoas
x Mary DeLoas
Mortgagors

STATE OF KANSAS } ss.
COUNTY OF Douglas

BE IT REMEMBERED, that on this 23rd day of June, 1965, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came 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 THEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.



Linda M. Jones
Notary Public