

BOOK 112

3474

KANSAS REAL ESTATE MORTGAGE

and Lea Klutchka (Husband & Wife)
THIS MORTGAGE, made on October 28, 1965, between Eugene F. Klutchka of the County of Douglas, in the State of Kansas, hereinafter referred to as Mortgagors, and Commerce Acceptance of Lawrence, Kansas, hereinafter referred to as Mortgagee, Lawrence, Inc.

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 twenty-four (24) and the North one-half (N $\frac{1}{2}$) of lot twenty-three (23) in Block twenty-four (24) in Sinclair's addition to the city of Lawrence, Douglas County, Kansas

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

PROMISSORY NOTE

\$5220.00 Dated October 28, 1965
For Value Received, We promise to pay to the order of Commerce Acceptance of Lawrence, Inc.
(Holder or Contractor)
at the office of COMMERCE ACCEPTANCE CO., or as designated by the holder hereof,
the sum of Five Thousand Two Hundred Twenty and no/100-----Dollars
payable in 36 equal successive monthly installments of \$145.00 each (except the final installment, which shall be the balance then due on this note), the first installment to be paid 45 days from date hereof and subsequent installments on the same day of each month thereafter until paid in full.

Should any installment become more than 10 days past due, a late charge of \$5 per each \$1.00 of the installment shall be paid by the undersigned, if permitted by law, but shall not exceed \$2.00 in respect of any one installment. Upon default in the payment of any installment, the entire unpaid balance may, at the option of the holder hereof, be declared immediately due and payable, with interest at the highest lawful Contract Rate after maturity until paid, and in the event this note is placed with an attorney for collection, the undersigned agrees to the extent permitted by law, to pay all collection costs incurred, including (but not limited to) reasonable attorney's fees.

PLEASE PRINT MAILING ADDRESS		
900 Alabama		
(Number and Street or R. F. D.)		
Lawrence		Kansas
(City)	(State)	(State)

Eugene F. Klutchka
(Signature)
Lea Klutchka
(Signature of wife or husband)
Co-Signer

PROMISSORY NOTE

(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.

Eugene F. Klutchka
Lea Klutchka
Mortgagors