

Reg. No. 983  
Fee Paid \$11.50

3875

Book 142

## KANSAS REAL ESTATE MORTGAGE

THIS MORTGAGE, made on December 6, 1955, between George Blake / and Helen Blake (Husband & Wife) 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; and Commerce Acceptance of 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) in the Miramar Addition,  
an Addition to the City of Lawrence, in  
Douglas County, 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)

## PROMISSORY NOTE

\$5850.00

Dated December 6, 1955

For Value Received We promise to pay to the order of Commerce Acceptance of Lawrence, Inc.

(Deputy or Contractor)

the sum of Five Thousand Eight Hundred Fifty and no/100 Dollars

payable in 60 equal successive monthly installments of \$ 97.50 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 overdue, a late charge of \$4 for each \$1.00 of the installment shall be paid by the undersigned, if permitted by law. But shall not exceed \$3.00 in respect of any one installment. Upon default in the payment of any installment the entire amount of the note shall become 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 court costs and reasonable attorney's fees.

## PLEASE PRINT MAILING ADDRESS

4527 Cadet

Lawrence Kansas

(City)

(Zone)

(State)

George Blake  
(Signature)  
Helen Blake  
(Signature of wife or husband)

Co-Signer

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.

George Blake  
Helen Blake  
Mortgagors

For Release of Mortgage See Book 143 Page 96