

Reg. No. 634  
Fee Paid \$13.50

## KANSAS REAL ESTATE MORTGAGE

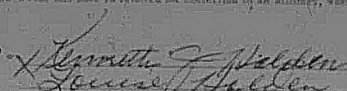
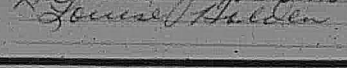
BOOK 141 2558

THIS MORTGAGE, made on August 31, 1965, between Kenneth J. Holden (Husband & Wife) and Louise Holden (Husband & Wife) 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, and State of Kansas, to-wit:

Lot number eighty-four (84) in Breezedale, an 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:

\$400.00	Lawrence	NOTE	Kansas	August 31, 1965
	(City)		(State)	(Date)
FOR VALUE RECEIVED, Kenneth J. and Louise Holden, the undersigned jointly and severally				
promise to pay to the order of Commerce Acceptance of Lawrence, Inc.				
the sum of Five Thousand Four Hundred and no/100----- Dollars,				
in installments payable as follows: 90.00 Dollars on the 1st day of October, 1965				
90.00 Dollars on the 1st day of each succeeding month				
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, in the opinion of the holder thereof, and within sixty days after demand, shall render the entire unpaid balance due and payable immediately. All parties hereto, including co-makers, guarantors, endorsers, guarantors and undersigners, severally waive, demand and protest for payment, notice of non-payment, notice of protest of this note, and further waive all benefits of valuation, appraisement, homestead and other exemption laws, where such waiver is permitted by law and agree to pay 15% of the amount due as attorney's fees, and court costs in the event this note is placed for collection by an attorney, where permitted by law.				
 (Seal)  (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, appraisement 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.

 (Seal)  
 (Seal)  
 Mortgagors