

## MORTGAGE

5067 BOOK 143 (42)

LANE PRINTING CO., KANSAS CITY, KANS.

THIS MORTGAGE, made this 28th day of APRIL

, 1966, by and between GEORGE H. WILBURN

AND BERTIE WILBURN

of the County of DOUGLAS

and State of KANSAS

herein called the first part, and

UNITED LOAN &amp; FINANCE CO., INC.

herein called second part, WITNESSETH:

WHEREAS, the first part, for and in consideration of the sum of SEVENTEEN HUNDRED AND FORTY 600/100

to \$1740.00 in hand paid by the said second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell and convey unto the said second part and to heirs, successors and assigns forever, all of the following described tract, piece and parcel of land lying and situated in the County of DOUGLAS and State of KANSAS, to-wit:

Lot Twenty-One (21), Block Two (2), Taylors addition to the City of Lawrence

TOGETHER with all and singular the tenements, easements, hereditaments and appurtenances thereunto belonging, and all estate, right, title, interest and claim either at law or in equity of the first part in and to said described real estate and the buildings, structures, improvements and facilities erected and to be erected thereon, and all fixtures, machinery, equipment, implements and apparatus now or hereafter attached to or used in connection with the said described premises.

TO HAVE AND TO HOLD the same unto the said second part, and to heirs, successors and assigns forever: provided always, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

WHEREAS, the said first part, has this day executed and delivered a promissory note in writing to the said second part payable at 852 Minnesota Kansas City, Wyandotte, Kansas a true copy of which is hereto attached and made a part hereof as follows, to-wit:

YOUR ACCOUNT IS PAYABLE IN THE OFFICE CHECKED BELOW

NAME OF PAYEE

☒ UNITED LOAN AND FINANCE COMPANY, INC.  
852 Minnesota Ave.  
Kansas City, Kansas  
Phone: ATwater 1-3918

☐ CENTURY FINANCE CO.  
OF OVERLAND PARK, INC.  
105 East Park  
Olathe, Kansas  
Phone: STate 2-0365

☐ CENTURY FINANCE CO.  
OF WICHITA, INC.  
1023 East Douglas  
Wichita, Kansas  
Phone: FOrest 2-5777

☐ CENTURY FINANCE CO.  
OF TOPEKA, INC.  
114 West 8th Avenue  
Topeka, Kansas  
Phone: CEntal 2-0355

THE FOLLOWING AMOUNTS HAVE BEEN COLLECTED OR PAID OUT

INSURANCE	PREMIUM
Credit Life	\$ 43.50
Health and Accident	\$ 69.60
Fire and Theft (Auto)	\$
Combined Additional Coverage (Auto)	\$
Deductible Collision (Auto)	\$
Furniture Ins. (Fire and Extended coverage)	\$ 1.00
Fees Under 10(F)	
Kan. Consumer Loan Act	\$

35441B  
LOAN NUMBER  
28th  
DATE WILL PAY

BORROWER'S (NAME AND ADDRESS)

• GEORGE H. WILBURN  
• 1615 Kentucky  
• Lawrence, Kansas

## NOTE

DATE OF NOTE	FACE AMT. OF NOTE	PRECOMPUTED CHARGES	AMOUNT OF LOAN	FIRST PAYMENT DATE
4-28-66	\$ 1740.00	\$ 366.24	\$ 1373.76	5-28-66
FINAL PAYMENT DATE	FACE AMOUNT PAYABLE	MONTHLY PAYMENTS (EXCEPT FINAL)	FINAL PAYMENT EQUAL IN ANY CASE TO UNPAID PRINCIPAL AND INTEREST	
10-28-68	IN 30 MO. PMTS.	\$ 58.00		

Agreed Rate of Charges on Loans Not Exceeding \$2100.  
2% per month on that part of the unpaid principal balance not in excess of \$300 and 5/8% per month on any remainder of unpaid principal balance, to date of maturity and 6 months thereafter, and thereafter 10% per annum on the unpaid principal balance.

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of said Payee, at its said office, the amount of loan shown above, which is the actual amount of money lent, and in addition, the amount of charges shown above, which charges have been precomputed as hereinafter provided.

Such amount of charges has been precomputed on scheduled unpaid principal balances under the terms of contract agreed to above with all scheduled payments being applied first to charges and remainder to principal at the rate of 3% per month on that part of the unpaid principal balance of loan not in excess of \$300 and five-sixths of 1% per month on the remainder thereof, not exceeding \$2100.

The borrower(s) may repay this note in whole or in part at any time. In the event this note is prepaid in full (by cash, new loan, or otherwise) the precomputed charges hereon is subject to the refund requirements of Sec. 10 (c) of the Kansas Consumer Loan Act. If partial payment in an amount of one 10 (d) of the Kansas Consumer Loan Act. If the maturity of this loan shall be accelerated upon default and if lender shall not recompute charges as hereinafter provided, the amount due and owing shall be the net amount necessary to pay off the balance at the date the maturity of the loan is accelerated in cash after making allowance for the refund of charges provided by law upon a prepayment.

A default in the payment of any installment payment due hereon, at the option of the holder hereof, shall make the entire unpaid balance of the principal amount of the loan and accrued charges at once due and payable. If there shall be a default in any installment payment or if the final maturity hereof shall be accelerated, the Payee at its option may recompute charges on the principal amount of loan set forth above at the maximum rate and as provided in Section 10 (a) of the Kansas Consumer Loan Act, crediting all sums received to the date of their respective payments, such payments being applied first to charges and remainder to principal, provided that after six months from the date of maturity of the final scheduled payment, the rate of charge shall not exceed 10% per annum. In such case undersigned agrees to pay the amount so determined to be due and that charges shall accrue on unpaid balances of the principal amount of loan at said rate until fully paid.

Extension of the time of all or any part of the amount owing hereon, or any variation, modification or waiver of any term or condition hereof at any time or times shall not affect the liability of any party hereto or co-maker, endorser, guarantor or surety hereof. It being the intent of all parties to this note that they shall remain, jointly or severally, absolutely liable for the payment of the aforesaid indebtedness until the same is actually paid in full. Co-makers, endorser, guarantor, sureties, and all parties hereto severally waive notice of acceptance, presentment for payment, demand, protest and notice of demand, nonpayment and protest of this note.

The borrower acknowledges receipt of a statement of loan required by law.

WITNESS:

WITNESS:

WITNESS:

WITNESS:

George Wilburn (SEAL)

Bertie Wilburn (SEAL)

X (SEAL)

X (SEAL)