

KANSAS REAL ESTATE MORTGAGE

10103

BOOK 147

THIS MORTGAGE, made on May 22, 1967, between Eugene F. Kletchka and Lea Kletchka (Husband & Wife) of the County of Douglas, in the State of Kansas, hereinafter referred to as Mortgagors, and Commerce Acceptance of Lawrence, Inc. of Lawrence, 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 17I, and the North 40 feet of Lot 173, on New Hampshire Street, in 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:

(Attach copy of promissory note)

PROMISSORY NOTE

\$6660.00

Dated May 22, 1967

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

(Dealer or Contractor)

at the office of COMMERCE ACCEPTANCE CO., or as designated by the holder hereof, the sum of Six Thousand Six Hundred Sixty and no/100----- Dollars payable in 36 equal successive monthly instalments of \$185.00 each, (except the final instalment, which shall be the balance then due on this note), the first instalment to be paid 6-25-67 and subsequent instalments on the same day of each month thereafter until paid in full, or with interest after maturity at the highest lawful contract rate.

A default in the payment of any installment or any part thereof, at the option of the holder hereof, and without notice and demand, shall render the entire unpaid balance due and payable immediately. All parties hereto, including co-makers, sureties, guarantors and endorsers, severally waive, demand and presentment 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.

Each installment delinquent for more than 10 days, shall bear one delinquency charge of 5% of the installment or \$2.50, which ever is the lesser, at the option of the holder hereof.

Eugene F. Kletchka
Eugene F. Kletchka

(Signature of Wife or Husband)

Lea Kletchka

Co-Signor

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.

Eugene F. Kletchka
Eugene F. Kletchka

Mortgagors

Lea Kletchka