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STATE OF KANSAS

COUNTY OF Douglas

ss.

BE IT REMEMBERED, that on this 21th day of February, 1968, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came William J. & Virginia J. Holden, husband and wife, to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

James W. Breit
Notary Public

James W. Breit

Recorded February 29, 1968 at 10:30 A.M.

Yanni Beem Register of Deeds

Reg. No. 2,747
Fee Paid \$15.75

KANSAS REAL ESTATE MORTGAGE

BOOK 149

12284

THIS MORTGAGE, made on December 2, 1967, between Kenneth J. Holden 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. 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:

Plate #5311: Breezedale lot #24

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

\$ 300.00 Dated December 2, 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 its designated by the holder hereof, the sum of Three Hundred and no/100 Dollars payable in 36 equal successive monthly instalments of \$ 172.00 each, (except the final instalment, which shall be the balance then due on this note), the first instalment to be paid 1-16-68 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, appraisal, 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.

Kenneth J. Holden
Louise Holden
Co-Signor