

12286

KANSAS REAL ESTATE MORTGAGE

BOOK-149

THIS MORTGAGE, made on January 9, 1968, between Argus Aaron Pearson and Grace Elizabeth Pearson (Husband and Wife of the County of Douglas, 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, and State of Kansas, to-wit:

Lot No. Eighty-three (83), Missionary St. in Block 19, in that part of the City of Lawrence known as West 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

\$ 6,72.00 Dated January 9, 1968
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 Four Hundred Seventy-Two and 00/100 Dollars payable in 37 equal successive monthly instalments of \$ 17.00 each, (except the final instalment, which shall be the balance then due on this note), the first instalment to be paid 2-9-68 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 instalment 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 instalment delinquent for more than 10 days, shall bear one delinquency charge of 2% of the instalment or \$2.50, which ever is the lesser, at the option of the holder hereof.

Argus Aaron Pearson
Grace Elizabeth Pearson
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, 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.

Argus Aaron Pearson
Grace Elizabeth Pearson
Mortgagors

STATE OF KANSAS }
COUNTY OF Douglas } ss.

BE IT REMEMBERED, that on this 9th day of January 1968, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Argus Aaron and Grace Elizabeth Pearson (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 WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above



James W. Breit
Notary Public

Recorded February 29, 1968 at 10:33 A.M.

Janice Beane Register of Deeds