

BOOK 151 14843 MORTGAGE

THIS INDENTURE, made this 26th day of September, 1968, between Harvey Clinton and Charlene Elpha Newman of the County of Douglas, and State of Kansas, hereinafter referred to as Mortgagors, and BENEFICIAL FINANCE CO. OF LAWRENCE, a Kansas corporation having an office and place of business at 725 Massachusetts, Lawrence, Kansas 66044, Mortgagee.

WITNESSETH, that the Mortgagors, for and in consideration of a loan made to them in the Principal Amount of Loan of Three Thousand Dollars (\$ 3000.00), receipt whereof is hereby acknowledged, hereby mortgage and warrant to the Mortgagee, its successors and assigns, the following described property situated in the County of Douglas and State of Kansas, to wit:

Sub-division tract C Sunset Hill Estates subdivision lot 6 west 80 feet

TO HAVE AND TO HOLD the premises described above, together with all and singular the tenements, hereditaments and appurtenances, and the rents, issues and profits thereof and all fixtures now or hereafter placed in any building now or hereafter on said premises, and also all the estate, right, title and interest of the Mortgagors of, in and to the mortgaged premises, unto the Mortgagee, forever.

And the said Mortgagors, for themselves and their heirs, do hereby covenant to and with the Mortgagee, its successors and assigns, that they are lawfully seized of the premises aforesaid, that the premises are free and clear of encumbrances except as aforesaid, and that they will forever warrant and defend same with the appurtenances unto the said Mortgagee, its successors and assigns forever, against the lawful claims and demands of any and all persons, and the Mortgagee hereby release and convey all right of homestead in and to said premises.

This mortgage is given to secure payment of a promissory note of even date herewith and in the Principal Amount of Loan disclosed above, said Principal Amount of Loan and Charges as provided in said note to be paid in 48 installments of Eighty-two and fifty cents each (\$ 82.50) each, beginning on the First Due Date of October 26, 1968, and continuing on the same day of each succeeding month thereafter until said note is fully paid, except that, if not sooner paid, the final payment shall be due and payable on the Final Due Date of September 26, 1972, as provided in said note.

The Mortgagors hereby agree to pay all taxes assessed on the mortgaged premises before any penalties or costs accrue thereon and also agree to keep said premises insured against loss by fire or such other hazards, and in such amounts as may be satisfactory to the Mortgagee; in default whereof the Mortgagee may pay any such taxes, securing penalties, interest and costs, and insure the premises at the expense of the Mortgagors, and any such expense shall form the date of payment thereof by the Mortgagee become an additional lien on the premises under this mortgage, and shall bear interest at the rate of Ten Percent (10%) per annum until paid to the Mortgagee. The Mortgagors further covenant to and with the Mortgagee that they will neither permit nor commit waste, and they will maintain the property in as good condition as at present, reasonable wear and tear excepted.

This mortgage shall be void if all payments are made and all covenants performed as provided in said note or in this mortgage. Time is of the essence. If default is made in any such payment or performance, then the whole obligation secured by this mortgage shall immediately become due and payable at the sole 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. The Mortgagors, and each of them, hereby expressly waive appraisal of said property and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas.

If there be only one mortgagor, all plural words herein referring to Mortgagors shall be construed in the singular.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals the day and year first above written.

Harvey Clinton Newman (LS)
Charlene Elpha Newman (LS)

STATE OF KANSAS

COUNTY OF Douglas

BE IT REMEMBERED, that on this 26th day of September, 1968, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Harvey Clinton Newman and Charlene Elpha Newman 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.

Sandra Parrish (LS)
Sandra Parrish Notary Public

My commission expires: May 10, 1972



Recorded October 4, 1968 at 10:15 A. M.

Janice Beane Register of Deeds

This release was written on the original mortgage dated this 23rd day of December 1970. Janice Beane Reg. of Deeds