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Reg. No. 3,364
Fee Paid \$10.25

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KANSAS REAL ESTATE MORTGAGE

BOOK 151

THIS MORTGAGE, made on September 18, 1968, between Arthur & Clatis Johnson, of the County of Douglas, in the State of Kansas, hereinafter referred to as Mortgagors, and Commerce Acceptance of Lawrence, Inc., 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 _____, and State of Kansas, to-wit:

Lot 16 Block 5 in Sunset Hill Estate Subdivision to the City of Lawrence, Douglas County, Kansas.

The Sum of 4080.00

This mortgage is given to secure payment of a promissory note of which the following is a true copy:

(Attach copy of promissory note)

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.

Arthur Johnson
X Clatis M. Johnson
Mortgagors

STATE OF KANSAS

COUNTY OF Douglas

REMEMBERED, that on this 18 day of September, 1968, before me, the undersigned, _____, and for the County and State aforesaid, came Arthur T. Johnson, Clatis Johnson, to me personally known to be the same persons who executed the within instrument, 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.



My commission expires: 5-17-71

James W. Breit
Notary Public
James W. Breit

Form No. Ks 311

Recorded October 10, 1968 at 8:01 A.M.

Yvonne Beam Register of Deeds