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Reg. No. 3,365

Fee Paid \$12.50
11-1-68

14919

BOOK 151

KANSAS REAL ESTATE MORTGAGE

THIS MORTGAGE, made on September 23, 1968, between John E. Nelson, & Bertha Nelson (Husband & Wife) 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:

Lots 147-149-151 on Elm Street in Block 12 in that Part of the City of Lawrence formerly known as North Lawrence.

The Sum of 5040.00

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, of 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.

X John E. Nelson
X Bertha E. Nelson
Mortgagors

STATE OF KANSAS
COUNTY OF Douglas



REMEMBERED, that on this 23rd day of September, 1968, before me, the undersigned Notary Public, and for the County and State aforesaid, came John E. Nelson & Bertha Nelson 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

My commission expires: 5-17-71

Form No. Ks 311

Recorded October 10, 1968 at 8:02 A.M.

James Beam Register of Deeds

RECEIPT

\$5,040.00
RECEIVED OF John E. Nelson and Bertha Nelson the within named mortgagor, the sum of Five thousand forty and no/100 DOLLARS, in full satisfaction of the within Mortgage.

(Corp. Seal)

Commerce Acceptance of Lawrence, Inc.
L.L. Cummings, Vice President

This release was written on the original mortgage. Signed this 23rd day of March 1971
James Beam
Reg. of Deeds
Deputy