

## 15683 REAL ESTATE MORTGAGE

BOOK 152

This mortgage made on the 5 day of December, 1968 between Julio F. Garcia  
and (A Widower), hereinafter referred to as MORTGAGORS, and ASSOCIATES FINANCE INC., whose ad-  
dress is 726 Massachusetts, Lawrence, Kansas, a corporation, hereinafter referred to as MORTGAGEE.

WITNESSETH: Mortgagors jointly and severally grant, bargain, sell, convey and mortgage to Mortgagee, its successors and assigns, the real  
property hereinafter described as security for the payment of a note of even date herewith in the total amount of One Thousand  
Three Hundred, Eighty Dollars - - - - - Dollars (\$ 1,380.00).

The property hereby mortgaged, and described below, includes all tenements, easements, appurtenances, rights, privileges, interests, rents,  
issues, profits, fixtures and appliances thereunto attaching or in any wise thereunto appertaining.

TO HAVE AND TO HOLD the said property hereinafter described, with all the privileges and appurtenances thereunto belonging unto mortga-  
gee, its successors and assigns, forever; and mortgagors hereby covenant that mortgagors are seized of good and perfect title to said property in fee  
simple and have authority to convey the same, that the title so conveyed is clear, free and unencumbered except as hereinafter appears and that mort-  
gagors will forever warrant and defend the same unto mortgagee against all claims whatsoever except those prior encumbrances, if any, hereinafter  
shown.

If mortgagors shall fully perform all the terms and conditions of this mortgage and shall pay in full, in accordance with its terms, the obliga-  
tion which this mortgage secures, then this mortgage shall be null, void and of no further force and effect.

MORTGAGORS AGREE: To keep the mortgaged property, including the buildings and improvements thereon, fully insured at all times against  
all hazards with an insurance company authorized to do business in the State of Kansas, acceptable to Mortgagee, which policy shall contain a loss-  
payable clause in favor of Mortgagee as its interest may appear, and if Mortgagors fail to do, they hereby authorize Mortgagee to insure or renew  
insurance on said property in a sum not exceeding the amount of Mortgagors' indebtedness for a period not exceeding the term of such indebtedness,  
and to charge Mortgagors with the premium thereon, or to add such premium to Mortgagors' indebtedness. If Mortgagee elects to waive such insurance,  
Mortgagors agree to be fully responsible for damage or loss resulting from any cause whatsoever. Mortgagors agree that any sums advanced or ex-  
pended by Mortgagee for the protection or preservation of the property shall be repaid upon demand and if not so paid shall be secured hereby. Mort-  
gagors further agree: To pay all taxes, assessments, bills for repairs and any other expenses incident to the ownership of the mortgaged property when  
due in order that no lien superior to that of this mortgage and not now existing may be created against the property during the term of this mortgage,  
and to pay, when due, all instalments of interest and principal on account of any indebtedness which may be secured by a lien superior to the lien of  
this mortgage and existing on the date hereof. If Mortgagors fail to make any of the foregoing payments, they hereby authorize Mortgagee to pay the  
same on their behalf, and to charge Mortgagors with the amounts so paid, adding the same to Mortgagors' indebtedness secured hereby. To exercise due  
diligence in the operation, management and occupation of the mortgaged property and improvements thereon, and not to commit or allow waste on the  
mortgaged premises, and to keep the mortgaged property in its present condition and repair, normal and ordinary depreciation excepted.

If default be made in the terms or conditions of the debt or debts hereby secured or of any of the terms of this mortgage, or in the payment of  
any instalment when due, or if Mortgagors shall become bankrupt or insolvent, or make an assignment for the benefit of creditors, or have a receiver  
appointed, or should the mortgaged property or any part thereof be attached, levied upon or seized, or if any of the representations, warranties or state-  
ments of Mortgagors herein contained be incorrect or if the Mortgagors shall abandon the mortgaged property, or sell or attempt to sell all or any part  
of the same, then the whole amount hereby secured shall, at Mortgagee's option, become immediately due and payable, without notice or demand, and  
shall be collectible in a suit at law or by foreclosure of this mortgage. In any case, regardless of such enforcement, mortgagee shall be entitled to the  
immediate possession of the mortgaged property with the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings.  
Mortgagors shall pay all costs and attorneys' fees which may be incurred or paid by Mortgagee in connection with any suit or proceeding to which it  
may be a party by reason of the execution or existence of this mortgage, and in the event of foreclosure of this mortgage, Mortgagors will pay to Mort-  
gagee, in addition to taxable costs, a reasonable amount as attorneys' fees and a reasonable fee for the search made and preparation for such fore-  
closure, together with all other and further expenses of foreclosure and sale, including expenses, fees and payments made to prevent or remove the  
imposition of liens or claims against the property and expenses of upkeep and repair made in order to place the same in a condition to be sold.

No failure on the part of mortgagee to exercise any of its rights hereunder for defaults or breaches of covenant shall be construed to prejudice  
its rights in the event of any other or subsequent defaults or breaches of covenant, and no delay on the part of mortgagee in exercising any of such  
rights shall be construed to preclude it from the exercise thereof at any time during the continuance of any such default or breach of covenant, and  
mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.

All rights and obligations hereunder shall extend to and be binding upon the several heirs, successors, executors, administrators and assigns  
of the parties hereto.

The plural as used in this instrument shall include the singular where applicable.

The real property hereby mortgaged is described as follows:

Lots Thirty Seven (37) and Thirty Nine (39), New Jersey Street, City of Lawrence,  
Douglas County, Kansas

Title to said property is clear, free and unencumbered except: (state exceptions, if any) Household Finance Corporation  
IN WITNESS WHEREOF, mortgagors have executed this mortgage on the day above shown.

Julio F. Garcia Mortgagor

## ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP MORTGAGOR - BORROWER

STATE OF Kansas, County of Douglas, SS  
Be it remembered, that on this 5th day of December, A.D. 19 68, before me a Notary Public  
personally appeared Julio F. Garcia (show marital status) who is (are) personally known to me,  
and known to me to be the same person(s) who executed the foregoing instrument, and such person(s) duly acknowledged the execution of the same.  
In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year above written.

My Commission Expires 12-5-72

J. P. Christianson  
Signature and title

## ACKNOWLEDGMENT BY CORPORATE MORTGAGOR - BORROWER

STATE OF \_\_\_\_\_, County of \_\_\_\_\_, SS  
Be it remembered, that on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_\_, before me \_\_\_\_\_  
personally appeared \_\_\_\_\_ of \_\_\_\_\_ an \_\_\_\_\_ corporation, who is personally known to me  
and known to me to be the \_\_\_\_\_ of said corporation, and the same person who executed the foregoing instrument,  
and he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation. In witness whereof, I have  
hereunto set my hand and affixed my official seal, the day and year above written.

Recorded December 23, 1968 at 10:28 A.M.

Janet Beem Register of Deeds