

BOOK 155

## 19054 KANSAS REAL ESTATE MORTGAGE

THIS MORTGAGE, made on October 17, 1969, between Kenneth J. Holden and Louise Holden, (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 Douglas, and State of Kansas, to-wit:

Plate #6311; Breezedale lot #84

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

(Attach copy of promissory note)

Payee

NOTE

**Commerce Acceptance Lawrence, Inc.**  
946 Mass.  
Lawrence, KANSAS

Agreed Rate of Charges on Loans Not Exceeding \$2100 1% per month on that part of the unpaid principal balance not in excess of \$300 and 1/6% per month on any remainder of unpaid principal balance, to date of maturity and 6 months thereafter, and thereafter 10% per annum on the unpaid principal balance.

Borrowers (Name and Address)		Loan Number		Phone		Age	
Holden, Kenneth & Louise 126 Indian, Lawrence, Kansas		4112-340-58651		BPL		37	
Borrowers (Name and Address)		First Installment		Date of Maturity		Date of Maturity	
10-17-69		12-2-69		11-2-74		11-2-74	
CASH TO CUSTOMER		INV. FEE		FILE FEE		PER \$100	
4747.31		---		---		PER YEAR	
PRINCIPAL AMOUNT OF LOAN		FACE AMOUNT OF LOAN		DATE OF Maturity		DATE OF Maturity	
5142.86		8741.85		12-2-69		11-2-74	
AMOUNT OF INTEREST		DATE OF Maturity		DATE OF Maturity		DATE OF Maturity	
2598.99		12-2-69		11-2-74		11-2-74	
DATE OF THIS NOTE		DATE OF Maturity		DATE OF Maturity		DATE OF Maturity	
10-17-69		12-2-69		11-2-74		11-2-74	
DATE OF THIS NOTE		DATE OF Maturity		DATE OF Maturity		DATE OF Maturity	
10-17-69		12-2-69		11-2-74		11-2-74	

IN CONSIDERATION of a loan made by the payee at its above address the undersigned jointly and severally promise to pay to the order of said payee at its above office, and subject to the terms hereof, the face amount of note as stated above, with charges as herein provided.

The face amount of note as stated above, which includes the principal amount of loan as stated above and charges at the rate or rates as set forth above, precomputed on scheduled unpaid principal balances to maturity, according to the terms of this contract, is payable in consecutive monthly installments as indicated above, beginning on the due date for the first installment stated above and continuing on the same day of each succeeding month thereafter until fully paid. Payment in advance may be made in any amount. Default in paying any installment shall, at the option of the holder hereof and without notice or demand, render the entire sum remaining unpaid at once due and payable, less any required refund or credit of charges, with the then remaining unpaid principal balance to draw the highest legal rate of charges. Each installment delinquent for more than 10 days, shall bear one delinquency charge of 5% of the installment or \$2.50, which ever is the lesser, at the option of the holder hereof.

The precomputed charges included in the face amount of note are subject to refund in case of prepayment in full one month or more before the final installment date, as provided by Section 10(c) of the Kansas Consumer Loan Act. If partial prepayment in an amount of one periodic payment or more is made one month or more before the amount so paid is due, the precomputed charges are subject to recomputation as provided in Section 10(d) of the Kansas Consumer Loan Act. Upon default of one or more contract payments, lender at its option may recompute charges on said loan contract from date of loan by crediting the face amount of note with the entire amount of precomputed charges and by applying each payment made, as of date of payment, first to accrued charges due on the unpaid principal balance at said date, and applying the remainder to the unpaid principal balance; thereafter charges shall be computed on the unpaid principal balance at the rate or rates set forth above. In the event charges are recomputed by reason or default, every payment made thereafter shall be applied first to the accrued charges due on the unpaid principal balance, and any remainder shall be applied to the unpaid principal balance.

Extension of the time of all or any part of the amount owing hereon, or any variation, modification or waiver of any term or condition hereof at any time or times shall not affect the liability of any party hereto or co-maker, endorser, guarantor or surety hereof, it being the intent of all parties to this note that they shall continue jointly or severally, absolutely liable for the payment of the aforesaid indebtedness until the same is actually paid in full. Co-makers, endorsers, guarantors, sureties, and all parties hereto severally waive notice of acceptance, presentment for payment, demand, protest and notice of demand, nonpayment and protest of this note.

**INSURANCE AUTHORIZATION.** If the insurance policy covering the property mortgaged or insurance ordered by borrower at the time of the making of this loan expires or is cancelled before my promissory note is paid in full, Payee is hereby authorized (but not required) to procure new insurance. Should Payee elect to procure new insurance, Payee agrees to notify Borrower of its election. If Borrower does not pay the premium on the insurance so procured, or when renewed, or if additional insurance is purchased at the request or direction of the Borrower, Payee is authorized to add the premium(s) to his promissory note which shall bear charges at the rate specified therein until paid in full, and be repayable in equal monthly installments during the remaining period of the loan, and also sums so added shall be secured by the chattel mortgage securing said promissory note. Borrower hereby authorizes and directs his insurance carrier to return to Payee upon cancellation any unearned premium due Borrower (insured) whether the insurance carrier or the Borrower requests the cancellation; said unearned premiums to be applied by Payee to Borrower's obligation to Payee and should there be any excess the excess shall be immediately remitted to Borrower.

The borrower acknowledges receipt of a statement of loan required by law.

WITNESSES:

Betty L. Hansen  
Betty L. HANSEN

Kenneth Holden (Seal)

Louise Holden (Seal)

(Seal)