

KANSAS REAL ESTATE MORTGAGE

21693 BOOK 157

THIS MORTGAGE, made on June 22, 1970, between Donald E. Earls and Betty J. Earls, his wife, of the County of Douglas, in the State of Kansas, hereinafter referred to as Mortgagors, and S.I.C. Finance-Loans of Lawrence Inc., of Lawrence, 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, State of Kansas, to-wit:

Lot Sixteen(16), in Block Two(2), in Edgewood Park Addition Number Three(3), an addition to the City of Lawrence, Douglas County, Kansas.

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

PROMISSORY NOTE WITH SECURITY AGREEMENT

LENDER (SECURED PARTY)		DEBTORS	
S.I.C. Finance-Loans of Lawrence Inc.		Donald E. and Betty J. Earls	
address		address and zip code	
946 Mass. Lawrence, Kansas 66044		1214 East 21st Lawrence, Kansas 66044	
DATE OF LOAN:		DUE DATE OF PAYMENTS:	
6-22-70		8-7-70	
AMOUNT FINANCED:	FINANCE CHARGE:	ANNUAL PERCENTAGE RATE	TOTAL OF PAYMENTS:
\$402.41	\$177.74	15.30 %	\$5580.15
			37
			180.15
			150.00
The FINANCE CHARGE above includes the following amount for extending the first installment beyond 30 days: 30.15			

In consideration of Lender advancing to and for the benefit of Debtor, whether one or more, the "Amount Financed" above stated, jointly and severally, Debtor promises to pay to the order of Lender at its office in the city designated above, the amount designated above as "Total of Payments" in accordance with the schedule of payments and the first and final installment above set out. Such "Total of Payments" includes interest computed at the above stated "Amount Financed" does not exceed \$400.00 at a rate not in excess of 15% per annum on that part of the amount financed not in excess of \$400.00 and 12% per annum on the remainder of the amount financed not in excess of \$400.00 and 12% per annum on the remainder of the amount financed exceeding \$400.00. The rate of charges to be paid on the amount financed shall be computed for six months after the maturity date of the first installment and thereafter shall be 10% per annum on the unpaid principal balance. Failure to pay any installment of the amount financed or interest when due, or default in any of the covenants or conditions herein contained, shall, without notice, at the election of Lender, mature the whole amount remaining unpaid hereon, and the same shall be payable on demand.

DEFAULT CHARGE: Each installment delinquent for 5 percent of not less than \$1.00 shall bear one delinquency charge of 5% of the installment or \$2.50, whichever is the lesser, at the option of the lender hereof.

DEFERMENT CHARGES: If the payment date of each whole unpaid installment on which no charge for default has been collected is deferred to a date later than the date of the scheduled payment, the interest on the deferred installment shall not exceed the difference between the interest which would be required for prepayment in full as of the scheduled date of the first of the deferred installments and the amount which would be required for prepayment in full as of the date of the deferred installment.

PREPAYMENT: If this loan is paid in full by cash, a new loan, refinancing or otherwise, one month or more before the first installment due date, Debtor shall receive a rebate of the precomputed finance charge based upon the Rule of 78ths, after first deducting additional days charges equal to one-thirtieth of the amount of interest which would be applicable to a first installment period of one month for each extra day by which the first installment due date extends beyond thirty days from the date the loan was made. If the above stated amount financed is \$2,100 or less and partial prepayment equal to one full installment or more is made one full month or more before the amount so paid is due, the precomputed finance charges are subject to recomputation as provided by Section 16.410(d) of the Kansas Consumer Loan Act.

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 on time or times shall not affect the liability of any party hereto or co-maker, endorser, guarantor or surety hereto, it being the intent of all parties to this note that they shall continue jointly and severally, absolutely liable for payment of the aforesaid indebtedness until the same is actually paid in full. Co-makers, endorser, 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.

SECURITY: To secure payment of the aforesaid obligation, all future advances made by Secured Party for taxes, fees, and insurance on said collateral, and all other money interest in the following described property:

Year Model	N or U	Trade Name	Body Type	Identification No.	No. Cyls.
1966	U	Ford	4 Dr. Sed.	6D52X 167309	8
1964	U	Chevrolet Corvair	2 Dr. Sed.	40927W172080	6
1967	U	Larson	16' Boat	401747	6
1967	U	Johnson	Outboard Motor 100HP	Ser.#2657046	4
1969	U	Billy	Boat Trailer	65021	NA

A Mortgage of Real Estate, Said Real Estate being Described in the Real Estate Mortgage dated June 22, 1970. Household Goods: (1) 10' Tweed Divan, Leather Recliner, Green Tweed Chair, Mahogany Coffee Table, and (2) matching end tables, 2 lamps, 1963 Zenith B&W Console TV.

together with all replacements and substitutions thereof, and all improvements, betterments and accessories thereto, and all other equipment, parts, accessories, and attachments now or hereafter installed in, affixed to or used in connection with said property and all other consumer goods of a similar kind hereafter acquired by Debtor, as well as all other consumer goods acquired by Debtor. Proceeds of collateral are also covered; however, such shall not be construed to mean that the Secured Party consents to any sale of such collateral.

FURTHER COVENANTS AND CONDITIONS OF THIS AGREEMENT ARE SET FORTH ON THE REVERSE SIDE HEREOF.

S.I.C. Finance-Loans of Lawrence Inc.

By *Frank J. Marshall*
Form 1886 K

Donald E. Earls

Betty J. Earls

Filing Copy

This mortgage is also given to secure payment of any sum or sums of money which Mortgagee by agreement with Mortgagor may loan or advance to the Mortgagor at the date hereof or from time to time, with interest, and this mortgage is also given to secure payment of any other indebtedness, by whatsoever manner acquired, direct or contingent, that Mortgagee now holds or may acquire against the Mortgagor, provided that such loan or advancement is made or such indebtedness is acquired prior to the recorded release or discharge of this mortgage.

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 and if all other sums of money advanced by Mortgagee to or for the benefit of Mortgagor from time to time prior to the recorded release or discharge of this mortgage have been fully paid. 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.

Donald E. Earls
Donald E. Earls
Betty J. Earls
Betty J. Earls
Mortgagors