

597

Reg. No. 4,994
Fee Paid \$22.50

BOOK 157 22359 KANSAS REAL ESTATE MORTGAGE

THIS MORTGAGE, made on August 24, 1970, between S. C. Hopkins and Martha Hopkins (Husband and 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, and State of Kansas, to-wit:

Lot 126 on Connecticut Street in the City of Lawrence

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.		E. C. and Martha HOPKINS	
address		address and zip code	
946 Mass., Lawrence, Kansas 66044		1521 New Hampshire, Lawrence, Kansas 66044	
branch number			
112			
DATE OF LOAN:			
8-24-70			
FINANCE CHARGE:		ANNUAL PERCENTAGE	
2663.02		14.63 %	
AMOUNT FINANCED:		TOTAL OF PAYMENTS:	
6357.14		9020.16	
DUE DATE OF PAYMENTS:		OTHERS:	
10-1-70		SAME DAY OF EACH MONTH	
PAYABLE IN:		FIRST INSTALLMENT:	
CONSECUTIVE MONTHLY INSTALLMENTS		9-1-75	
60		170.16	
		OTHERS:	
		150.00	

The "FINANCE CHARGE" above includes the following amount for extending the first installment beyond 30 days: \$20.16

In consideration of Lender advancing to and for the benefit of Debtor, whether one or more, the "Amount Financed" above stated, the undersigned, jointly and severally if more than one, 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, if the above stated "Amount Financed" does not exceed \$2,100, at a rate not in excess of 1% per month on that part of the amount financed not in excess of \$300 and 5/8% per month on any remainder of the amount financed; or, if the above stated "Amount Financed" exceeds \$2,100, at a rate not in excess of 10% per year or 1/12% per month on that part of the amount financed not in excess of \$1,000 and 8% per \$100.00 per year or 1/12% per month on any remainder of the amount financed exceeding \$1,000.00. The rate of charges 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 forthwith due and payable.

DEFAULT CHARGE: Each installment delinquent for a period of not less than 10 days shall bear one delinquency charge of 5% of the installment due, whichever is the lesser, at the option of the holder hereof.

DEFERMENT CHARGES: If the payment date of each wholly unpaid installment on which no charge for default has been collected is deferred as of installment date for one or more full months and the maturity of the contract is extended for a corresponding period of time, additional interest may be collected for such deferral. The interest for such deferral shall not exceed the difference between the refund which would be required for prepayment in full as of the scheduled due date of the first of the deferred installments and the amount which would be required for prepayment in full as of one month prior to such date multiplied by the number of months in the deferral period.

PREPAYMENT: If this loan is paid in full by cash, a new loan, refinancing or otherwise, one month or more before the final 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 \$1,100 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 16.118(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 at any time or times shall not affect the liability of any party hereto or co-maker, endorser, guarantor or surety hereof, if being the intent of all parties to this note that they shall continue jointly or severally liable for payment of the aforesaid indebtedness until the same is actually paid in full. Co-makers, endorsers, guarantors, sureties, and all parties hereto hereby 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 heretofore or hereafter advanced by Secured Party to or for the account of the Debtor, Debtor, whether one or more, hereby grants to above named Secured Party a security interest in the following described property:

Year Model	No. U	Trade Name	Body Type	Identification No.	No. Cyls.
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This Loan is Secured by a Mortgage of Real Estate, said Real Estate being described in the Real Estate Mortgage dated August 24, 1970.

together with all replacements and substitutions thereof, and all improvements, betterments and accessions 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 W. Marzolf*
Form 1886 K Frank W. Marzolf

E. C. Hopkins
Debtor

Filing Copy Martha Hopkins