

STATE OF KANSAS
COUNTY OF SEDGWICK

ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for said County and State, on this 15th day



September 1970, personally appeared G. A. Wiles, known and known to me to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice-President, and he being by me duly sworn did say that he is such officer and that the seal affixed to the instrument is the corporate seal of said corporation and that the same was signed and sealed in behalf of said corporation and that the same is the free and voluntary act and deed of such corporation, for the uses and purposes set forth and specified therein.

My Commission expires:

December 17, 1971

Chloria Chapman, Notary Public.

Recorded October 2, 1970 at 4:21 P.M.

Register of Deeds

Reg. No. 5,071
Fee Paid \$11.25

BOOK 158

22705

KANSAS REAL ESTATE MORTGAGE

THIS MORTGAGE, made on September 25, 1970, between Carl A. Torneden and Stanett L. Torneden, 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 Twelve (12) in Block Two (2),
in Town and Country Addition,
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:

(Attach copy of promissory note)

PROMISSORY NOTE WITH SECURITY AGREEMENT

LENDER (SECURED PARTY)				DEBTORS			
S.I.C. Finance-Loans Of Lawrence, Inc.				Torneden, Carl A. & Stanett			
address 946 Mass., Lawrence, Ks. 66044				address and zip code 1534 Harper, Lawrence, Ks. 66044			
DATE OF LOAN: 9-25-70				DUE DATE OF PAYMENTS: 11-10-73			
AMOUNT FINANCED: \$3512.03				FINANCE CHARGE: \$952.27			
ANNUAL PERCENTAGE RATE: 15.50 %				TOTAL OF PAYMENTS: \$4464.30			
PAYABLE IN: 37				FIRST INSTALLMENT: \$144.30			
				OTHERS: \$120.00			
				TOTAL: \$24.30			

The "FINANCE CHARGE" above includes the following amount for extending the first installment beyond 30 days: \$24.30

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, the schedule of payments and the first and final installment above set out. Said "Total of Payments" includes interest computed, if the above stated "Amount Financed" does not exceed \$2,100, at a rate not in excess of 15% per month on that part of the amount financed exceeding \$2,100, and 12% 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 \$10.00 per \$100.00 per year or 12% per month on that part of the amount financed in excess of \$1,000 and \$2.00 per \$100.00 per year or 12% per month on that part of the amount financed exceeding \$1,000.00. The rate of charges 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 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 or \$1.50, 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 at or 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 interest which would be required for prepayment in full as of the scheduled due date of the installment 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.

PREPAYMENTS: 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 date of 70%, 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 three days from the date the loan was made.

Extension of the term of all or any part of the amount owing hereon, or any variation, modification or waiver of any term or condition herein at any time or times shall not affect the liability of any party hereto or co-maker, endorser, guarantor or surety hereon, it being the intent of all parties to this note that they shall continue jointly or severally, absolutely, liable for payment of the amount indebtedness until the same is actually paid in full. Co-makers, endorser, guarantors, sureties, and all parties hereto severally, waive notice of acceptance, prepayment for payment, demand, notice of demand, assignment and priority 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 hereunder or hereinafter advanced by Secured Party or for the account of the Debtor, Debtor, whether one or more, hereby assigns to above named Secured Party a security interest in the following described property:

Year Model 1960 Trade Name Body Type Identification No. No. Cyl.

1960 Used Ford Station Wagon S0004117133 6cyls., 1963 Chev. 4dr. S01569K121542 6cyls., dbl bed mattress, small single bed, ms. br. chest of drawers, small desk, child's dinette set, dolls bed & sett., dresser, 1964 Motorola TV, Cedar chest wall mirror, bookcase, chair, gun rack, 2-twin beds, baby bed, mss. child's furniture, 1967 Motorola TV, divan, and table, coffee table, 1968 Motorola radio, chair, dinette 6/6 chairs, 2 high chairs, 1964 white King Freezer, 1967 Kalorinator washer, 1963 Hotpoint elec. stove, Hotpoint refrig. lawnmower, A Mortgage of Real Estate, Said Real Estate being described in the Real Estate Mortgage dated September 25, 1970

together with all replacement and substitutions thereof, and all improvements, betterments and accessories thereto, and all other equipment, parts, accessories, and attachments, now or hereinafter installed on, affixed to or used in connection with said property and all other consumer goods of a similar kind heretofore 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.

Carl A. Torneden

Frank W. Marsoff

Stanett L. Torneden

Printed Name

Filing Copy

Stanett L. Torneden