

203

Reg. No. 5,100
Fee Paid \$25.75

22806 KANSAS REAL ESTATE MORTGAGE

BOOK 158

THIS MORTGAGE, made on October 8, 1970, between John W. Rodecap and Charlotte A. Rodecap, husband & 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 Four (4), in Block Three (3), in Town and Country Addition, and Addition to the City of Lawrence, as shown on the recorded plat in plat book Four (4), Page thirty-eight (38), recorded the fourth (4th) day of April, 1956.

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.		Rodecap, John & Charlotte A.	
address 946 Mass., Lawrence, Kansas 66044		branch number 112	
DATE OF LOAN: 10-8-70		DUE DATE OF PAYMENTS: FIRST: 11-15-70 OTHERS: SAME DAY OF EACH MONTH FINAL: 11-15-74	
AMOUNT FINANCED: \$7694.72	FINANCE CHARGE: \$2619.50	ANNUAL PERCENTAGE RATE: 11.76%	TOTAL OF PAYMENTS: \$10,314.22
		PAYABLE IN: CONSECUTIVE MONTHLY INSTALLMENTS	FIRST INSTALLMENT: \$234.22 OTHERS: \$210.00

The "FINANCE CHARGE" above includes the following amount for extending the first installment beyond 30 days: \$24.22

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, 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 \$1,000, at a rate not in excess of 12% per month on that part of the amount financed not in excess of \$100 and 5% per month on any remainder of the amount financed; or, if the above stated "Amount Financed" exceeds \$1,000, at a rate not in excess of \$10.00 per \$100.00 per year or 1.20% per month on that part of the amount financed not in excess of \$1,000 and 5% 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 or \$2.50, 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 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 the date of such deferral.

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 78s, 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 \$2,000 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 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 and severally 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, levies, 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: N or U Trade Name Body Type Identification No. No. Cyls.

1963 U Ford F600 2T Truck F60EK362066 6

(1) 1969 Larson Fiberglass Boat w/top, Ser#501929, (1) 1969 Johnson 85 HP Outboard Motor, Ser.#J2935784, (1) 1969 Rolco Trailer Model 100, Ser#1393.

A mortgage of Real Estate, said Real Estate being described in the Real Estate Mortgage dated October 8, 1970. Household Goods as follows: (2) Matching end tables & (2) Bronze lamps,

(1) Gr. 12 Ft. Divan, (1) Walnut Coffee Table, (1) Red Rocker Recliner, (1) 1966 Philco Stereo w/AM-FM Radio, (1) Rocker, (1) 1964 Signature 2 ton air conditioner —Continued on separate page—

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.

Secured Party

By Frank W. Marzolf

Form 1886 K

Frank W. Marzolf

John W. Rodecap

Debtor

Charlotte A. Rodecap

Debtor

Filing Copy Charlotte A. Rodecap