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23219 BOOK 158

MORTGAGE

THIS INDENTURE, made this 23rd day of November, 1970, between Herbert M Williams and Beulah E Williams, husband and wife, of the County of Douglas, and State of Kansas, hereinafter referred to as Mortgagors, and BENEFICIAL FINANCE CO. OF Lawrence, a Kansas corporation having an office and place of business at 725 Massachusetts Street, Mortgagee,

WITNESSETH, that the Mortgagors, for and in consideration of a loan made to them in the Principal Amount of Loan of 1530.99 Dollars (\$1530.99), receipt whereof is hereby acknowledged, hereby mortgage and warrant to the Mortgagee, its successors and assigns, the following described property situated in the County of Douglas and State of Kansas, to wit:

All of Lot seventy eight (78) and the East Twenty feet (E 20 ft.) of Lot eighty (80) on Grove Street, Baldwin City, Douglas County, Kansas.

TO HAVE AND TO HOLD the premises described above, together with all and singular the tenements, hereditaments and appurtenances, and the rents, issues and profits thereof and all fixtures now or hereafter placed in any building now or hereafter on said premises, and also all the estate, right, title and interest of the Mortgagors of, in and to the mortgaged premises, unto the Mortgagee, forever.

And the said Mortgagors, for themselves and their heirs, do hereby covenant to and with the Mortgagee, its successors and assigns, that they are lawfully seized of the premises aforesaid, that the premises are free and clear of encumbrances except as aforesaid, and that they will forever warrant and defend same with the appurtenances unto the said Mortgagee, its successors and assigns forever, against the lawful claims and demands of any and all persons, and the Mortgagors hereby release and convey all right of homestead in and to said premises.

This mortgage is given to secure payment of a promissory note of even date herewith and in the Principal Amount of Loan disclosed above, said Principal Amount of Loan and Charges as provided in said note to be paid in 30 instalments of Sixty four Dollars (\$64.00) each, beginning on the First Due Date of Dec. 23 1970 and continuing on the same day of each succeeding month thereafter until said note is fully paid, except that, if not sooner paid, the final payment shall be due and payable on the Final Due Date of May 23 1970 as provided in said note.

The Mortgagors hereby agree to pay all taxes assessed on the mortgaged premises before any penalties or costs accrue thereon and also agree to keep said premises insured against loss by fire or such other hazards, and in such amounts as may be satisfactory to the Mortgagee; in default whereof the Mortgagee may pay any such taxes, accruing penalties, interest and costs, and insure the premises at the expense of the Mortgagors, and any such expense shall from the date of payment thereof by the Mortgagee become an additional lien on the premises under this mortgage, and shall bear interest at the rate of Ten Percent (10%) per annum until paid to the Mortgagee. The Mortgagors further covenant to and with the Mortgagee that they will neither permit nor commit waste, and they will maintain the property in as good condition as at present, reasonable wear and tear excepted.

This mortgage shall be void if all payments are made and all covenants performed as provided in said note or in this mortgage. Time is of the essence. If default is made in any such payment or performance, then the whole obligation secured by this mortgage shall immediately become due and payable at the sole 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. The Mortgagors, and each of them, hereby expressly waive appraisal of said property and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas.