

509

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BOOK 158

23339

MORTGAGE - RETAIL INSTALLMENT CONTRACT

THE UNDERSIGNED SELLER-MORTGAGEE HEREBY SELLS AND THE UNDERSIGNED BUYER-MORTGAGOR HEREBY PURCHASES THE FOLLOWING DESCRIBED GOODS AND/OR SERVICES WHICH ARE TO BE FURNISHED OR USED IN THE CONSTRUCTION AND IMPROVEMENT OF THE REAL PROPERTY DESCRIBED BELOW, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREUNDER AND ON THE REVERSE SIDE HEREOF AND FURTHER SUBJECT TO THE BUYER'S CREDIT BEING APPROVED BY SELLER. BUYER WARRANTS AND REPRESENTS BY EXECUTING THE FOLLOWING TIME SALES CONTRACT THAT ALL STATEMENTS CONTAINED IN THE BUYER'S STATEMENT ARE TRUE AND CORRECT AS OF THE DATE HEREOF.

DESCRIPTION OF GOODS AND/OR SERVICES	AMOUNT
Econ. Cert. Home V-5-A	\$8,995.00
10'x20' covered Patio	\$ 750.00
Title Ins. Bonded Control, Rec.	\$ 255.00
	\$ -----
	\$ -----
CASH PRICE INCLUDING SALES TAX	\$10,000.00
CASH DOWN PAYMENT	\$ -0-
TRADE-IN (Description & Value)	\$ -0-
TOTAL DOWN PAYMENT	\$ -0- B
UNPAID BALANCE OF CASH PRICE (Difference of A & B)	\$10,000.00
INSURANCE: 1-Fire & Casualty	\$ -----
2-Other	\$ -0- D
OFFICIAL FEES	\$ -0- E
AMOUNT FINANCED (Sum of C, D & E)	\$10,000.00
FINANCE CHARGE	\$12,748.40
TOTAL OF PAYMENTS (Sum of F & G)	\$22,748.40
DEFERRED PAYMENT PRICE (Sum of B & H)	\$24,748.40

DURING THE FULL PERIOD OF THIS AGREEMENT, BUYER SHALL KEEP THE COLLATERAL FULLY INSURED AGAINST PHYSICAL LOSS OR DAMAGE. BUYER AGREES TO FORTHWITH SUPPLY SELLER OR ASSIGNEE WITH CUSTOMARY EVIDENCE OF SUCH COVERAGE AND UPON FAILURE TO DO SO, SELLER OR ASSIGNEE SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO PROCURE SUCH COVERAGE AT BUYER'S EXPENSE. IF SELLER OR ASSIGNEE ADVANCES PREMIUM FOR SUCH COVERAGE THE SAME IS PAYABLE UPON DEMAND OR, IF SELLER OR ASSIGNEE CONSENTS, IS PAYABLE ON TIME.

IN THE EVENT OF DEFAULT OF ANY INSTALLMENT FOR A PERIOD OF NOT LESS THAN 10 DAYS, BUYER AGREES TO PAY A DEFAULT CHARGE IN AN AMOUNT NOT EXCEEDING 5% OF SUCH INSTALLMENT OR \$2.50 WHICHEVER IS LESS, ONLY ONE SUCH CHARGE MAY BE COLLECTED ON ANY SUCH INSTALLMENT. IN THE EVENT THIS CONTRACT IS REFERRED TO AN ATTORNEY FOR COLLECTION, BUYER AGREES TO PAY REASONABLE COURT COSTS INCURRED, IF PERMITTED BY LAW. ALL SUMS TO DRAW INTEREST AFTER MATURITY AT THE HIGHEST CONTRACT RATE PERMITTED BY LAW.

IN THE EVENT OF PREPAYMENT IN FULL, BUYER IS ENTITLED TO A PARTIAL REFUND OF THE UNEARNED FINANCE CHARGE COMPUTED BY THE RULE OF 78'S. WHEN THE REFUND AMOUNT IS LESS THAN ONE DOLLAR (\$1) NO REFUND WILL BE MADE.

BUYER ACKNOWLEDGES THAT THIS PURCHASE WAS MADE FOR THE TOTAL OF PAYMENTS SET FORTH HEREIN RATHER THAN FOR THE CASH PRICE FOR WHICH THIS PURCHASE WAS ALSO OFFERED FOR SALE AND ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS ALL OF THE "ADDITIONAL TERMS" ON THE REVERSE SIDE HEREOF, AND THAT ALL OF SAID "ADDITIONAL TERMS" ARE PART OF THIS CONTRACT AS THOUGH FULLY SET FORTH AT THIS POINT.

BUYER WARRANTS THAT ANY GOODS DESCRIBED HEREIN ARE TO BE USED PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES UNLESS OTHERWISE SPECIFIED HERE:

INSURANCE AUTHORIZATION - READ BEFORE SIGNING: FIRE AND CASUALTY, AND TITLE INSURANCE PLACED IN CONNECTION WITH THIS TRANSACTION MAY BE OBTAINED BY BUYER FROM ANY PERSON OF HIS CHOICE, THE COST FOR THESE COVERAGES OBTAINED THROUGH SELLER IS SHOWN ABOVE UNDER INSURANCE.

THE BUYER PROMISES TO PAY TO ORDER OF SELLER THE TOTAL OF PAYMENTS WITH ALL CHARGES AS AUTHORIZED BY LAW AS FOLLOWS:

NUMBER OF MONTHLY INSTALLMENTS	180	FIRST INSTALLMENT	\$126.38
OTHER INSTALLMENTS	\$ 126.38	FIRST INSTALLMENT DUE ON	2 / 1 / 71

AND OTHER INSTALLMENTS DUE ON SAME DAY OF EACH SUCCEEDING MONTH. FINAL PAYMENT IN ANY CASE SHALL BE EQUAL TO THE UNPAID BALANCE AND ALL ACCRUED CHARGES.

ANY INSTALLMENT MORE THAN TWICE THE AMOUNT OF A REGULAR INSTALLMENT MUST BE IDENTIFIED HERE:

BALLOON PAYMENT \$	none	SCHEDULED PAYMENT DATE	none /
EFFECTIVE DATE OF FINANCE CHARGE IF OTHER THAN DATE OF CONTRACT			2 / 1 / 71
ANNUAL PERCENTAGE RATE	12.98 %		

GOODS TO BE INSTALLED AT AND SERVICES PERFORMED UPON REAL PROPERTY DESCRIBED BELOW LOCATED AT RR Big Springs, Kans (Address) IN ACCORDANCE WITH THE

TERMS AND CONDITIONS, INCLUDING PLANS AND SPECIFICATIONS ATTACHED HERETO AS EXHIBIT "A", WHICH PLANS AND SPECIFICATIONS ARE MADE A PART HEREOF. THE TERMS AND CONDITIONS OF THIS RETAIL INSTALLMENT CONTRACT - DEED TO SECURE DEBT SHALL PREVAIL IN THE EVENT OF ANY INCONSISTENCY. REAL PROPERTY LEGAL DESCRIPTION:
Beginning at a point 40' West on the Southeast corner of the West Half of the Southwest 1/4 of Sect. 1, Twp 12 So, Rg 17 East of 6th Meridian; thence W. 217.8ft N. 200. ft.; E. 217.8; So 200ft to point of beginning in Douglas County, Kansas.

ADDITIONAL TERMS OF RETAIL INSTALLMENT CONTRACT

The term "Seller" shall be deemed to and shall mean and include "Secured Party", and any assignee or subsequent holder of this Agreement, and sometimes hereinafter "Seller" shall be referred to as "Secured Party". The term "Buyer" shall be deemed to and shall mean and include "Debtor", and "Buyer" sometimes hereinafter shall be referred to as "Debtor".

For and in consideration of value received, receipt of which is hereby acknowledged by DEBTOR, the undersigned DEBTOR by this contract grants a security interest in the personal property described above, and proceeds thereof to the SECURED PARTY, to secure the payment of the TOTAL OF PAYMENTS shown in this contract and also any and all other liabilities of DEBTOR to SECURED PARTY, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising (all hereinafter called the "Obligations"). The security interest of aforesaid shall also secure payment of court costs, attorney fees, expenses or retaking and storing repossessed goods, and other charges which are permitted by law.

DEBTOR hereby warrants and covenants:

- That the Collateral will be kept at the address where installed.
- That at the request of SECURED PARTY, DEBTOR will join with SECURED PARTY in executing one or more Financing Statements pursuant to the Uniform commercial Code in form satisfactory to SECURED PARTY and will pay the cost of filing the same in all public offices wherever filing is deemed by SECURED PARTY to be necessary or desirable. In addition, upon the request of SECURED PARTY, DEBTOR shall:
 - Execute and deliver to the order of SECURED PARTY a mortgage herein contained (depending upon local custom covering the real property to be improved, which shall constitute a first lien on said premises;
 - Have secured party obtain an ALTA policy (or one giving equivalent coverage) of title insuring DEBTOR'S mortgage as a first lien on the above premises, subject to no other encumbrances whatsoever;
 - Execute and deliver a Certificate of Completion or Satisfaction in form and content satisfactory to SECURED PARTY.
- The DEBTOR will not sell or offer to sell or otherwise transfer the Collateral or any interest therein without the written consent by the SECURED PARTY; the DEBTOR will keep the Collateral free from any adverse liens, security interest, taxes and assessments, or encumbrances, and will keep the Collateral in good order and repair and will not waste or destroy the Collateral or any part thereof in violation of any statute or ordinance; and that the SECURED PARTY may inspect the Collateral at any time. At its option, SECURED PARTY may discharge liens, securing interests, taxes and assessments, or other encumbrances at any time levied or placed on the Collateral, may pay for insurance on the Collateral and may pay for the maintenance and preservation of the Collateral. DEBTOR agrees to reimburse SECURED PARTY on demand for any payment made, or any expense incurred by SECURED PARTY pursuant to the foregoing authorization.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION

for Assignment of Mortgage see Book 158 Page 512