

MORTGAGE

24210

162-T. W.

BOOK 159

Hall Litho. Co., Inc., Topeka

THIS INDENTURE, Made this 1st day of March

A. D. 19 71

between James G. Boose and Marian B. Boose, his wife

of Shawnee County, in the State of Kansas

, of the first part

and B I C Loans of Topeka, Inc.

of Shawnee County, in the State of Kansas

, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of

Thirty eight hundred and forty eight and no/100 \$3,848.00 and no/100 DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto

said party of the second part, its heirs and assigns, all the following described Real Estate,

situated in Shawnee County, and State of Kansas

to wit:

The Northwest Quarter of the Northeast Quarter of the Southwest Quarter; and the East 80 acres of the Southwest Quarter less the North 20 Acres thereof, and less the South 40 acres thereof; all in Section Thirty-one (31), Township Eleven (11), Range Eighteen (18) in Douglas County, Kansas.

Said parties of the first part do hereby covenant and agree that at the delivery of this instrument they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except and that they will warrant and defend the same against all claims whatsoever.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

Said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of Thirty eight hundred and forty eight and no/100 \$3,848.00 DOLLARS in some insurance company satisfactory to said mortgagee.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said

James G. Boose and Marian B. Boose, his wife has this day executed and delivered their certain promissory note in writing to said party of the second part, of which the following is a copy:

DUE DATE 4-5	AGE 48-49	MARITAL M-1	HUSBAND BIRTHDAY 2-1-23	WIFE BIRTHDAY 12-21-22	APPROVED BY X	ACCOUNT NUMBER 32-13
CUSTOMER NAME AND ADDRESS Boose, James G. Leecompton, Kansas			WIFE Marian B. 66050		HOME PHONE TU 7-6812	LENDER ADDRESS B I C LOANS OF TOPEKA, INC. 16 W. 6th Topeka, Kas.
OWN HOME 7/C			HOW LONG 6 yr			
DATE OF NOTE 3-1-71	DATE NEXT PAYM 4-1-71	SUCCESSING INSTALLMENTS 37	PAYABLE ON 5th	OF EACH MO. 104.00	FINAL INST. 104.00	
TOTAL AMOUNT 3848.00	PAYABLE IN 37	FIRST PAYMENT 104.00	SUBSEQUENT PAYMENTS 104.00	PAYMENT DUE DATE 4-1-74		
CONSECUTIVE MO. INST.						

## NOTE

AGREED RATE AT WHICH CHARGES HAVE BEEN PRE-COMPUTED

1.50% per month on that part of the unpaid principal balances of a loan not exceeding one thousand dollars (\$1,000); and 1.20% per month on that part of the unpaid principal balances of a loan exceeding one thousand dollars (\$1,000).

FOR VALUE RECEIVED, the undersigned jointly and severally promises to pay to the order of Lender, the total amount of the Note as stated above, in consecutive monthly payments as above indicated, beginning on the stated due date for the first payment and continuing on the same day of each succeeding month to and including the stated due date for the final payment. Sunday and holiday due dates are extended to the next business day. Every payment made hereon shall be applied first to charges and the remainder to principal. Default in making any payment shall, at the option of the holder hereof and without notice or demand, render the entire unpaid balance of the principal hereof and accrued charges thereon at once due and payable.

Payment in advance may be made in any amount at any time. In case of prepayment in whole or in part, in any manner, the precomputed charge is subject to the refund requirements of the Kansas Law, as amended.

In the event of default, whether or not Lender elects to declare the entire unpaid balance due and payable, the Lender may, at its election, re-compute the charges on the principal of the loan at the maximum rates as are permitted by the Kansas Law, allowing proper credit for payments theretofore made to the date of the receipt of each such payment, apply such payments first to charges and remainder to principal. In no event shall the rate of charge after six months from the date of maturity of the final installment exceed 10% per annum. If Lender elects to re-compute as aforesaid, the undersigned agrees to pay the amount as so re-computed and agrees that charges at the applicable rates shall accrue on unpaid balances of the principal until fully paid. A delinquency or collection charge of 5%, or \$2.50, whichever is less will be charged on any installment in default over 10 days.

Cause of action shall arise hereon only with respect to the entire principal and accrued charges remaining unpaid hereunder. All parties to this Note, whether maker, comaker, endorser, guarantor, surety, or other party, hereby jointly and severally waive demand for payment, notice of non-payment, protest and notice of protest of this Note, diligence in bringing suit against any party, and further agree that discharge or release of any party or parties or discharge or release of any mortgage, deed of trust, or other security instrument shall not discharge or release any other party or parties hereto, and consent to extensions of time of payment without notice. The construction, validity and effect hereof shall be governed by the laws of Kansas.

If this note is not paid at maturity, it shall bear interest at the above stated rates for the first 6 months from the date of maturity of the final installment, Ten Percent (10%) per annum thereafter.

The undersigned hereby acknowledges receipt of a copy of the loan contract, or a written statement thereof, as required by Kansas Law.

Witness the hands and seals of the undersigned the day of the date hereof.

WITNESSES:

*[Signature]*

*[Signature]*

(SEAL)

*[Signature]*

(SEAL)

*[Signature]*

(SEAL)

Kansas-Note