Reg. No. 5,875
Fee Paid $25.50

BOOK 161 25910

KANSAS REAL ESTATE MORTGAGE

THIS MORTGAGE, made on July 2, 1971, between Cecil Earl Miller Jr. & Janet Kay Miller (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, and State of Kansas, to-wit:

Beginning at the Southeast corner of the Southwest Quarter of Section Twenty-one (21), Township Twelve (12) South, Range Nineteen (19) East of the Sixth Principal Meridian, thence West on the Section line 396 feet; thence North 110 feet; thence East 396 feet to the East line of said Quarter Section; thence South on said Quarter Section line 110 feet to the point of beginning, in 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.	name: Miller, Cecil Earl Jr. & Janet Kay
address: 946 Mass., Lawrence, Kans. 66044 — branch number: 112	address and zip code: Rt. # 1 Box 110, Lawrence, Kansas 66044

DATE OF LOAN / Finance charge begins	DUE DATE OF PAYMENTS: FIRST:	OTHERS:	FINAL:
7/2/71 / 7/8/71	8/23/71	SAME DAY OF EACH MONTH	8/23/76

AMOUNT FINANCED:	FINANCE CHARGE:	ANNUAL PERCENTAGE RATE	TOTAL OF PAYMENTS:	PAYABLE IN: CONSECUTIVE MONTHLY INSTALLMENTS	~~XXX~~ INSTALLMENT:	~~XXXXX~~ last;
$ 10,165.00	$ 4226.30	14.44 %	$ 14,391.30	60	$ 238.85	$ 299.15

The "FINANCE CHARGE" above includes the following amount for extending the first installment beyond 30 days: $ 60.30

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 if more than one, 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 $2,100, at a rate not in excess of 3% per month on that part of the amount financed not in excess of $300 and 5/6% per month on any remainder of the amount financed; or if the above stated "Amount Financed" exceeds $2,100.00, at a rate not in excess of $10.00 per $100.00 per year or 1.50% per month on that part of the amount financed not in excess of $1,000 and $8.00 per $100.00 per year or 1.29% per month, on that part of the amount financed exceeding $1,000.00. The rate of charges as stated herein shall continue for six months after the maturity date of the final installment and thereafter 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 $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 deferment. The interest for such deferment 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 one month prior to such date multiplied by the number of months in the deferment period.

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 78ths; 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 $2,100 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 or severally, absolutely liable for payment of the aforesaid indebtedness until the same is actually paid in full. Co-makers, endorsers, 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, levys, 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.

2 br. divan & chair, 1 coffee table 2 end table, 1 br book case, 1 gr. leather rocker, 1 leather recliner, 2 lamps 1 Olympic 1964 BW combo phono, 2 opend shelf book cases, 1 white foot stool, ~~X~~ 5 pc dinnette , 1-1965 Leonard 2 dr. refrig-freezer, 1 dbl bed, chest, dresser, 1 single bed, white chest, 1-1971 Kenmore elect. dryer, 1-1971 Kenmore washer, Also secured by a mortgage on real estate, said real estate being described in the ~~XX~~ real estate mortgage dated ~~XIX~~ July 2, 1971.

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 Lawrece, Inc.
Secured Party
By Bob Stalker
Bob Stalker

X Cecil Earl Miller Jr
Cecil Earl Miller Jr.
Debtor
X Janet Kay Miller
Janet Kay Miller

Form 1886 K

Filing Copy

This mortgage is also given to secure payment of any sum or sums of money which Mortgagee by agreement with Mortgagor may loan or advance to the Mortgagor at the date hereof or from time to time, with interest, and this mortgage is also given to secure payment of any other indebtedness, by whatsoever manner acquired, direct or contingent, that Mortgagee now holds or may acquire against the Mortgagor, provided that such loan or advancement is made or such indebtedness is acquired prior to the recorded release or discharge of this mortgage.

The Mortgagors hereby agree to pay all taxes assessed on said property before any penalties or costs accrue thereon and also agree to keep said property insured in favor of the Mortgagee in an amount satisfactory to Mortgagee; in default whereof the Mortgagee may pay the taxes and accruing penalties, interest and costs, and may insure the same at the expense of the Mortgagors, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the date of payment thereof become an additional lien under this mortgage on the above described property, and shall bear interest at the rate of Ten Percent (10%) per annum until paid to the Mortgagee.

This mortgage shall be void if all payments are made as provided in said note and in this mortgage and if all other sums of money advanced by Mortgagee to or for the benefit of Mortgagor from time to time prior to the recorded release or discharge of this mortgage have been fully paid. Time is of the essence. If default is made in any such payment, then the whole of the principal secured by this mortgage, with interest, shall become immediately due and payable, at the 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, appraisement of said property and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas being hereby expressly waived by the Mortgagors.

IN WITNESS WHEREOF, the Mortgagors have hereunto subscribed their names on the day and year first above written.

X Cecil Earl Miller Jr
Cecil Earl Miller Jr.

X Janet Kay Miller
Janet Kay Miller Mortgagors