

NOTE

4855.80 Lawrence Kansas April 29 1965

FOR VALUE RECEIVED, Arthur S. & Charlotte A. Frye, the undersigned jointly and severally promise to pay to the order of Commerce Acceptance Company the sum of Four thousand eight hundred fifty five dollars and 80/100-- Dollars.

In installments payable as follows: \$80.93 Dollars on the 10th day of June 1965

\$80.93 Dollars on the 10th day of each succeeding month

Interest until the whole sum is fully paid, with interest thereon, at the highest lawful contract rate. A default in the payment of any installment or any part thereof, at the option of the holder hereof, and without notice and demand, shall render the entire unpaid balance due and payable immediately. All parties hereto, including co-mortgagors, sureties, guarantors and endorser, severally waive, demand and preclude for payment, notice of non-payment, notice of protest of this note, and further waive all benefits of relation, appraisement, knowledge and other exemption laws, where such waiver is permitted by law and agree to pay 15% of the amount due an attorney's fees, and court costs in the event this note is referred for collection to an attorney, where permitted by law.

X *Arthur S. Frye* (Seal)
 X *Charlotte A. Frye* (Seal)

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. 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 *Arthur S. Frye*
 Arthur S. Frye
 X *Charlotte A. Frye*
 Charlotte A. Frye

STATE OF KANSAS)
) ss.
 COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 29th day of April 1965, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Arthur S. & Charlotte A. Frye to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above



Linda M. Jones
 Notary Public