

328

PROMISSORY NOTE

6840.00

Dated September 18, 1967

For Value Received, we promise to pay to the order of Commerce Acceptance of Lawrence, Inc. (Dealer or Contractor)

at the office of COMMERCE ACCEPTANCE CO., or as designated by the holder hereof, the sum of Six Thousand Eight Hundred and Forty and no/100 Dollars payable in 36 equal successive monthly installments of \$190.00 each, except the final installment, which shall be the balance then due on this note, the first installment to be paid 10-12-67 and subsequent installments on the same day of each month thereafter until paid in full, or with interest after maturity 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-makers, sureties, guarantors and endorsers, severally waive, demand and presentment for payment, notice of non-payment, notice of protest of this note, and further waive all benefits of valuation, appraisal, homestead and other exemption laws, where such waiver is permitted by law. Each installment delinquent for more than 10 days, shall bear one delinquency charge of 5% of the installment or \$2.50, which ever is the lesser, at the option of the holder hereof.

Gary L. Norris  
June Norris  
(Signature of Wife of Husband)  
June Norris

Co-Signator

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, appraisal 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.

Gary L. Norris  
June Norris  
Mortgagors

STATE OF KANSAS  
COUNTY OF Douglas

BE IT REMEMBERED, that on this 18th day of September, 1967, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Gary L. and June Norris (Husband & Wife) 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 written.



Robert A. Mouron  
Notary Public  
Robert A. Mouron

Form No. Ks 311

Recorded October 31, 1967 at 2:47 P.M.

Yanuel Beem Register of Deeds

RECEIPT

6840.00

Nov. 16, 1970

RECEIVED OF Gary L. Norris and June Norris the within named mortgagor, the sum of Six thousand eight hundred forty and no/100 DOLLARS, in full satisfaction of the within Mortgage.

Commerce Acceptance of Lawrence, Inc.  
L. L. Cummings, Vice-President

(Corp. Seal)

This release was written on the original mortgage

entered this 18th day of November 1970

Yanuel Beem  
Reg. of Deeds

Notary Public