

PROMISSORY NOTE

559
559

\$ 512.00

Dated September 13, 1967

For Value Received, we promise to pay to the order of Commerce Acceptance of Lawrence, Inc.

(Debtor or Contractor)

at the office of COMMERCE ACCEPTANCE CO., or as designated by the holder hereof, the sum of Five Thousand One Hundred Twelve and n/100 Dollars payable in 30 equal successive monthly installments of \$ 162.00 each, (except the final installment, which shall be the balance then due on this note), the first installment to be paid 10-18-67 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 nonpayment, 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, whichever is the lesser, at the option of the holder hereof.

Eugene F. Kletchko

(Signature)

Eugene F. Kletchko

(Signature of Wife or Husband)

Lea Kletchko

Co-Signer

ASSIGNMENT

For and in consideration of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned contractor and claimant does hereby assign, transfer and set over to COMMERCE ACCEPTANCE note and all its rights, title, and interest therein, and the money due thereunder, and all its or his statutory remedies and rights to enforce the same. This assignment is made with due and valid warranties and representations as are contained in the completion certificate executed by the owner of the property described on the reverse side.

EXECUTED AT _____ this _____ day of _____, 1966

(Name of Contractor)

(Title)

Without Recourse
For value Received, pay to the order of
Commerce Acceptance Company (PAC).

(Name of Contractor)

(Owner, Officer or Firm Member Sign Here)

On Recourse Transactions

Contractor's Endorse Below:

For value received, pay to the order of

Commerce Acceptance Company, Inc.

The undersigned endorser, jointly and severally, authorize the maker herein without notice to us, to obtain an extension of extensions in time for the payment of this note or any part thereof; and we do hereby waive presentation for payment, demand, protest and notice of protest and nonpayment, and we severally agree that in case of non-payment of principal or interest when due, to pay same, together with costs of collection and attorney's fees if permitted by law, and any money so brought by the holder of this note against any one or all of us, in the opinion of said holder, shall be paid out of funds so received against the maker or not, and that, in any such suit, the maker may be joined with one or more or all of us, at the option of the holder. We, jointly and severally, irrevocably authorize any attorney-at-law to appear for us, jointly, severally, in any court or court of record, except in the State of Indiana, in term time or vacation, and we, the issuer and several of us, do hereby consent and confess a judgment against us, jointly and severally, in favor of the holder hereof, for such amount as may be sued out after matured at 12% per annum with costs and collection and attorney's fees if permitted by law, and to release all errors and waive all right of appeal.

(Owner, Officer or Firm Member Sign Here)

By _____

(Attach copy of promissory note)

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 Mortgagor in an amount satisfactory to Mortgagor; in default whereof the Mortgagor may pay the taxes and accruing penalties, interest and costs, and may insure the same at the expense of the Mortgagor, 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 Mortgagor.

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 Mortgagor; and it shall be lawful for the Mortgagor 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 Mortgagor.

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

Eugene F. Kletchko
Eugene F. Kletchko
Lea Kletchko
Lea Kletchko
Mortgagor