

11510 KANSAS REAL ESTATE MORTGAGE
BOOK 148

THIS MORTGAGE, made on November 21, 1937, between Laurice R. Crum and Mary L. Crum (Husband & Wife) of the County of Douglas, in the State of Kansas, hereinafter referred to as Mortgagors, and Commerce Acceptance 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, State of Kansas, to-wit:

Lot One (J) in Lynch Addition, an Addition to the City of Lawrence, 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

\$ 7200.00 Dated November 21, 1937
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 Seven Thousand Two Hundred and no/100 Dollars payable in 36 equal successive monthly installments of \$ 200.00 each, (except the final installment, which shall be the balance then due on this note), the first installment to be paid 1-2-38 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, appraisement, 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 \$2.50 of the installment or \$2.50, whichever is the lesser, at the option of the holder hereof.
Laurice R. Crum (Signature)
Mary L. Crum (Signature of Wife or Husband)
Co-Signor

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 of Lawrence, Kansas, the foregoing promissory note and all its or his right, title and interest therein and the monies due thereunder and all its or his statutory remedies and claims to enforce the same. This assignment is made with the same 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 _____ 1936
By _____ (Name of Contractor)
Without Recourse
For value Received, pay to the order of Commerce Acceptance Company, Inc.
By _____ (Name of Contractor) (Seal)
(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 endorses, jointly and severally, authorize the maker hereof, without notice to us, to obtain an extension in time for the payment of this note of any part thereof, and we do hereby waive presentment for payment, demand, protest and notice of protest and non-payment, 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 suit may be brought by the holder of this note against any one or all of us, at the option of said holder, whether suit has been commenced 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 and severally, in any court of record, except in the State of Indiana, in process, and confers judgment against us, jointly and severally, in favor of the holder hereof, for such amount as may be unpaid hereon after maturity, together with costs of collection and attorney's fees if permitted by law, and to release all errors and waive all right of appeal.

By _____ (Name of Contractor) (Seal)
(Owner, Officer or Firm Member Sign Here)