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STATE OF KANSAS
COUNTY OF Douglas

BE IT REMEMBERED, that on this 28th day of September 1967, before me, the undersigned Notary Public, and for the County and State aforesaid, came Helen V. Brewington 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 WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above.

James W. Breit
Notary Public

My commission expires: 5-17-71

Form No. Ks-311

Recorded December 8, 1967 at 1:32 P.M.

Yannie Booms Register of Deeds

Reg. No. 2,603
Fee Paid \$15.75

11512 KANSAS REAL ESTATE MORTGAGE
BOOK 148

THIS MORTGAGE, made on September 22, 1967, between Bernard L. Miller and Helen Mae Miller (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, and State of Kansas, to-wit:

Lots Seventeen (17) and Eighteen (18), in the Subdivision of a portion of Block Thirty-one (31) West Lawrence, in the City of Lawrence, and also tract described as follows: Beginning 195 feet East of the Southwest corner of Block Thirty-one (31) in that part of the City of Lawrence, known as West Lawrence, thence North 180 feet, thence East 95 feet, thence South 180 feet, thence West 95 feet to the point of beginning, 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

\$ 6300.00 Dated September 22, 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 Three Hundred and no/100----- Dollars payable in 30 equal successive monthly instalments of \$ 175.00 each, (except the final instalment, which shall be the balance then due on this note), the first instalment to be paid 10-22-67 and subsequent instalments 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 instalment 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 instalment delinquent for more than 10 days, shall bear one delinquency charge of 5% of the instalment or \$2.50, whichever is the lesser, at the option of the holder hereof.

Bernard L. Miller
Bernard L. Miller
Helen Mae Miller
Helen Mae Miller
Co-Signor

For Partial Release See Book 153 Page 125