

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 COMMENCE ACCEPTANCE, Inc. the following promissory note and all its rights, title and interest therein and the monies due thereunder and all its or its successors remedies and rights to enforce the same. This assignment is made with the same warranties and representations as are contained in the completion certificate created by the owner of the property described on the reverse side.

EXECUTED AT _____ this _____ day of _____ 1967

By _____ (Name of Contractor) _____ (Title)

Without Recourse
For value received, pay to the order of
Commence Acceptance Company, Inc.

By _____ (Name of Contractor) _____ (Title)

(Owner, Officer or Firm Member Sign Here)

On Recourse Transactions
Contractor's Endorse Below:

For value received, pay to the order of
Commence Acceptance Company, Inc.

The undersigned contractors, jointly and severally, authorize the maker hereof without notice to us, to obtain an extension or expiration in time for the payment of this note or any part thereof, and we do hereby waive payment for payment on demand, interest 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, to 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, in any court of record, except in the State of Indiana, in term, time or session, and waive the issue and service of process, and consent 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, as limited by law, and to release all errors and waive all right of appeal.

By _____ (Name of Contractor)

(Owner, Officer or Firm Member Sign Here)

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.

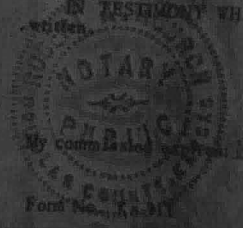
IN WITNESS WHEREOF, the Mortgagors have hereunto subscribed their names on the day and year first above written.

Bernard L. Miller
Bernard L. Miller
Helen Miller
Helen Miller
Mortgagors

STATE OF KANSAS
COUNTY OF Douglas } ss.

BE IT REMEMBERED, that on this 22nd day of September 1967, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Bernard L. Miller and Helen Miller (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
Robert A. Mouron
Notary Public

Recorded December 8, 1967 at 1:33 P.M.

James Beam Register of Deeds