

121  
121

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  
\$ 6732.00  
Dated February 24, 1968  
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 Seven Hundred Thirty-Two and 00/100 Dollars  
payable in 36 equal successive monthly instalments of \$ 187.00 each, (except the final instalment, which shall be  
the balance then due on this note); the first instalment to be paid 1-5-68 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, which ever  
is the lesser, at the option of the holder hereof.

*Arthur H. Peck*  
(Signature)  
*Lillian M. Peck*  
(Signature of Wife or Husband)  
Lillian M. Peck

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, apptaisement 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.

*Arthur H. Peck*  
*Lillian M. Peck*  
Mortgagors

STATE OF KANSAS )  
COUNTY OF ) ss.

BE IT REMEMBERED, that on this 17 day of May, 1968, before me, the undersigned a Notary Public in and for the County and State aforesaid, came to me personally known to be the same persons who executed the within instrument 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 written.



My commission expires: 5-17-71

*James W. Breit*  
Notary Public

Form No. Ks 311

Recorded May 9, 1968 at 1:31 P.M.

*Janice Beem* Register of Deeds