13020 KANSAS REAL ESTATE MORTGAGE

THIS MORTGAGE, made on April 8, , 1968, between Chester Hess & Annie Hess Husband and wife Kansas, hereinafter referred to as Mortgagors, and Commerce Acceptance Company of Lawrence , Kansas, hereinafter referred to as Mortgagee;

WITNESSETH, that Mortgagots, 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:

> Eudora, Kansas - Block 93 Lot 4 Lots 1-10 inclusive: Lots 13-20 inklusive, in the city of Eudora, 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

s 2700.00 · · ·

For Value Received, WE promise to pay to the order of Commerce Accentance of Lawrence, Inc.

at the office of COMMERCE ACCEPTANCE CO., or as designated by the holder hereof, the sum of 100 thousand Seven hundred dollars and no 100 Dollars payable in 10 equal successive monthly instalments of \$ 75 00 each, texcept the final instalment, which shall be the balance then due on this note), the first instalment to be paid $5 \cdot 3 - 68$ 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 installment or any part thereof, at the option of the holder hereof, and without notice and demand, shall render the entire uppid balance due and payable immediately. All parties hereto, including co-makers, surveites, 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, momestead 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 of \$2.50, which ever is the lesser, at the option of the holder hereof.

Chaster, W. (Marger) Minice Strategy (Contractor) Annia Brankard with or Hanhand Heso