

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.

*X Chester W. Hess*  
Chester W. Hess  
*Annie B. Hess*  
Annie B. Hess  
Mortgagors

STATE OF KANSAS }  
COUNTY OF Douglas }

BE IT REMEMBERED, that on this 8th day of April 1968, before me, the undersigned a Notary Public for the County and State aforesaid, came Chester Hess and Annie B. Hess (Husband and Wife) to me personally known to be the same persons who executed the within instrument of writing, and said 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.



*James W. Breit*  
James W. Breit  
Notary Public

My commission expires: 5-17-71

Form No. Ks 311

Recorded May 9, 1968 at 1:33 P.M.

*Janice Bean* Register of Deeds

# RECEIPT

\$2,700.00

January 18, 1971

RECEIVED OF Chester Hess and Annie Hess the within named mortgagor, the sum of Two thousand seven hundred and no/100 DOLLARS, in full satisfaction of the within Mortgage.

Commerce Acceptance Company of Lawrence, Inc.  
L.L. Cummings, Vice-President

(Corp. Seal)

This release  
was written  
on the original  
mortgage  
entered  
this 20th day  
of January  
1971

*Janice Bean*  
Reg. of Deeds  
By *Sue Denstetter*  
Deputy