

371

PROMISSORY NOTE

\$ 1,392.00

Dated September 16, 1968

For Value Received, I do hereby 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 One thousand three hundred ninety two dollars and No cents

Dollars

payable in 24 equal successive monthly instalments of \$ 58.00 each (except the final instalment, which shall be the balance then due on

(Number) this note), the first instalment to be paid 45 days from date hereof and subsequent instalments on the same day of each month thereafter until paid in full.

Should any instalment become more than 10 days past due, a late charge of 5c for each \$1.00 of the instalment shall be paid by the undersigned, if permitted by law, but shall not exceed \$5.00 in respect of any one instalment. Upon default in the payment of any instalment, the entire unpaid balance may, at the option of the holder hereof, be declared immediately due and payable, with interest at the highest lawful Contract Rate after maturity until paid, and in the event this note is placed with an attorney for collection, the undersigned agrees, to the extent permitted by law, to pay all collection costs incurred, including court costs and reasonable attorney's fees.

PLEASE PRINT MAILING ADDRESS

(Number and Street or R. F. D.)

(City)

(State)

X Dean Cannon

Dean Cannon (Signature)

X Carol Cannon

Carol Cannon (Signature of wife of husband)

Co-Signer

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 Dean Cannon

Dean Cannon

X Carol Cannon

Carol Cannon Mortgagors

STATE OF KANSAS

COUNTY OF Douglas

BE IT REMEMBERED, that on this 16th day of September, 1968, before me, the undersigned a Notary Public, in and for the County and State aforesaid, came Dean Cannon & Carol Cannon 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

JAMES W. BREIT

Form No. Ks 311

Recorded September 27, 1968 at 12:46 P.M.

James Beams Register of Deeds

PROMISSORY NOTE