

543
NOTE

Payee

Commerce Acceptance of Lawrence, Inc.

946 Mass.
Lawrence,

KANSAS

Agreed Rate of Charges on Loans Not Exceeding \$2100 3% per month on that part of the unpaid principal balance not in excess of \$500 and 5/6% per month on any remainder of unpaid principal balance, to date of maturity and 6 months thereafter, and thereafter 10% per annum on the unpaid principal balance.

Borrowers (Name and Address)		Loan Number		County	
Waltho, Percy & Onas 3054 W. 8th (NO 11yrs) Lawrence, Kansas 66044		4112-340-57992		Douglas	
DATE OF THIS NOTE	PRINCIPAL AMOUNT OF LOAN	AMOUNT OF INTEREST	FACE AMOUNT	FIRST INSTALLMENT DUE	DATE OF MATURITY & FINAL Pmt. DUE
8-14-69	\$677.48	\$222.32	\$1100.00	9-14-69	8-14-74
CASH TO CUSTOMER	INSURANCE COSTS	LIFE INS. DECR	ASH 14 DAY	INV. FEE	FILE FEE
6906.83	-----	971.2536	599.48	1	1
AMOUNT OF INTEREST SHOWN ABOVE INCLUDES THE FOLLOWING AMOUNT FOR EXTENDING FIRST PAYMENT BEYOND 30 DAYS					
		PER \$100 PER YEAR			
		FINAL PAYMENT SHALL BE UNPAID BALANCE			

IN CONSIDERATION of a loan made by the payee at its above address the undersigned jointly and severally promise to pay to the order of said payee at its above office, and subject to the terms hereof, the face amount of note as stated above, with charges as herein provided.

The face amount of note as stated above, which includes the principal amount of loan as stated above and charges as herein provided, is payable in consecutive monthly installments as indicated above, beginning on the due date for the first installment stated above and continuing on the same day of each succeeding month thereafter until fully paid. Payment in advance may be made in any amount. Default in paying any installment shall, at the option of the holder hereof and without notice or demand, render the entire sum remaining unpaid at once due and payable, less any required refund or credit of charges, with the then remaining unpaid principal balance to draw the highest legal rate of charges. Each installment delinquent for more than 10 days, shall bear one delinquency charge of 5% of the installment or \$2.50, which ever is the lesser, at the option of the holder hereof.

The precomputed charges included in the face amount of note are subject to refund in case of prepayment in full one month or more before the final installment date, as provided by Section 10(c) of the Kansas Consumer Loan Act. If partial prepayment in an amount of one periodic payment or more is made one month or more before the amount so paid is due, the precomputed charges are subject to recomputation as provided in Section 10(d) of the Kansas Consumer Loan Act. Upon default of one or more contract payments, lender at its option may recompute charges on payment made, as of date of payment, first to accrued charges due on the unpaid principal balance at said date, and applying the remainder to event charges are recomputed by reason or default, every payment made thereafter shall be applied first to the accrued charges due on the unpaid principal balance, and any remainder shall be applied to the unpaid principal balance.

Extension of the time of all or any part of the amount owing hereon, or any variation, modification or waiver of any term or condition hereof at any time or times shall not affect the liability of any party hereto or co-maker, endorser, guarantor or surety hereof, it being the intent of all parties to this note that they shall continue jointly or severally, absolutely liable for the payment of the aforesaid indebtedness until the same is actually paid in full. Co-makers, endorsers, guarantors, sureties, and all parties hereto severally waive notice of acceptance, presentment for payment, demand, protest and notice of demand, nonpayment and protest of this note.

INSURANCE AUTHORIZATION. If the insurance policy covering the property mortgaged or insurance ordered by borrower at the time of the making of this loan expires or is cancelled before my promissory note is paid in full, Payee is hereby authorized (but not required) to procure new insurance. Should Payee elect to procure new insurance, Payee agrees to notify Borrower of its election. If Borrower does not pay the premium on the insurance so procured, or when renewed, or if additional insurance is purchased at the request or direction of the Borrower, Payee is authorized to add the premium(s) to his promissory note which shall bear charges at the rate specified therein until paid in full, and be repaying said promissory note. Borrower hereby authorizes and directs his insurance carrier to return to Payee upon cancellation any unearned premium due Borrower (insured) whether the insurance carrier or the Borrower requests the cancellation; said unearned premiums to be applied by Payee to Borrower's obligation to Payee and should there be any excess shall be immediately remitted to Borrower.

The borrower acknowledges receipt of a statement of loan required by law.

WITNESSES:

C. Kirkpatrick

Percy Waltho

(Seal)

Onas Waltho

(Seal)

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.

Percy Waltho

Onas A. Waltho

STATE OF KANSAS

COUNTY OF Douglas

BE IT REMEMBERED, that on this 14 day of August 1969, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Percy Waltho and Onas A. Waltho, husband & wife to me personally known to be the same persons who executed the within instrument of writing, and they 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.

My commission expires 8-08-72

Robert J. Compton

Form No. Ks 311

Recorded September 22, 1969 at 3:00 P.M.

Janice Beem Register of Deeds