

MORTGAGE

BOOK 124

118-2

Crane & Co., Inc., Stationers, Office Outfitters, Legal Blank, Topeka, Kansas

THIS INDENTURE, Made this

73176
15th

day of

April

A. D. 19 60,

between Roy G. Borgen and Mary Jane Borgen, Husband and Wife

of Douglas

County, in the State of

Kansas

of the first part,

and

Douglas County State Bank, a Corporation

of

Douglas

County, in the State of

Kansas

of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of

Twelve thousand

and NO DOLLARS,

the receipt of which is hereby acknowledged, do

by these presents, Grant, Bargain, Sell, and Convey unto said part Y

of the second part, & its ~~WITNESSETH~~ assigns, all the following-described real estate, situated in Douglas

County and State of

Kansas

, to wit:

A tract of land situated in Section Twelve (12), Township Thirteen (13), Range Nineteen (19), Douglas County, Kansas, particularly described as: Beginning at the Northeast Corner of Section Twelve (12), Township Thirteen (13), Range Nineteen (19); thence West parallel and along the North line of said section, One hundred twenty-five (125) Feet; thence South; parallel with the East Section Line, One hundred thirty-three (133) Feet; thence East, Parallel to the North Section Line, One hundred twenty-five (125) Feet; thence North along and parallel to the East Section Line, a distance of One hundred thirty-three (133) Feet to the point of beginning.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said = = = Parties of the first part

have this day executed and delivered ONE certain promissory note in writing to said part Y of the second part, of which the following IS A MEMORANDUM

Amount of note \$12,000.00

Date of Note April 15, 1960

Maturity of note - April 15, 1964

Rate of interest 5% per annum from date on decreasing monthly balances

Principal and interest payable \$250.00 May 1, 1960 and \$250.00 the

first of each month thereafter until maturity; Balance due at maturity.

NOW, If said parties of the first part shall pay or cause to be paid to said part Y of the second part, & its assigns, said sum of money in the above-described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said part of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand & the day and year first above written.

Roy G. Borgen

Mary Jane Borgen