

Ks. Mig. Form No. 1 Rev. 5-45

**KANSAS MORTGAGE**

THIS MORTGAGE, Made this 28th day of February, 1961, BOOK 127  
 Thousand Nine Hundred and Sixty One by and between . in the year One  
 BOKER REALTY, INC.,  
 of the County of Douglas, State of Kansas, party of the first  
 part, hereinafter referred to as "Mortgagor" whether one person or more, and CITY BOND AND  
 MORTGAGE COMPANY, a corporation of Kansas City, Missouri, party of the second part, herein-  
 after referred to as "Mortgagee".

**WITNESSETH THAT:**

The Mortgagor for and in consideration of FORTY THREE THOUSAND AND NO/100-----

Dollars (\$ 43,000.00 )  
 to him in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, has granted, bar-  
 gained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the Mortga-  
 gee and to its successors and assigns forever all of the following described land and improvements  
 thereon situated in the County of Douglas, State of Kansas, to-wit:

Lot 12, Block 2, IN SOUTHWEST ADDITION NO. 5, an Addition to the  
 City of Lawrence, in Douglas County, Kansas.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereof, includ-  
 ing all fixtures and articles of personal property now or at any time hereafter attached to or used in any  
 way in connection with the use, operation and occupation of the above described real estate, and any  
 and all buildings now or hereafter erected thereon. Such fixtures and articles of personal property in-  
 cluding, but without being limited to, all screens, awnings, storm windows and doors, window shades,  
 venetian blinds, inlaid floor coverings, shrubbery, plants, stoves, ranges, refrigerators, boilers, tanks,  
 furnaces, radiators, gas and oil burners, stokers, automatic water heaters, elevators, and all heating,  
 lighting, plumbing, gas, electric, ventilating, refrigerating, air-conditioning and incinerating equipment  
 of whatsoever kind and nature, except household furniture not specifically enumerated herein, all of  
 which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures  
 and accessory to the freehold and a part of the realty as between the parties hereto, their heirs, exec-  
 utors, administrators, successors and assigns, and all persons claiming by, through or under them and  
 shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be subject  
 to the lien of this mortgage.

TO HAVE AND TO HOLD the same, with all and singular, the hereditaments and appurtenances  
 thereto belonging unto the Mortgagee and to its successors and assigns forever, provided always, and  
 this instrument is made, executed, and delivered upon the following conditions, to-wit:

WHEREAS, The Mortgagor is justly indebted to the Mortgagee in the principal sum of FORTY THREE  
 THOUSAND AND NO/100----- Dollars (\$43,000.00 ) and has agreed  
 to pay the same with interest thereon according to the terms of a certain note or obligation in said prin-  
 cipal amount, bearing even date herewith and made payable to the order of the Mortgagee and executed  
 by the Mortgagor and providing for the payment thereof, in 120 successive monthly installments  
 due and payable on the first day of each calendar month commencing on the first day of  
 April, 1961, the first 119 of said installments being in the sum of FOUR HUNDRED EIGHTY  
 EIGHT AND 30/100 DOLLARS (\$488.30) each and the last installment which shall be due  
 on the first day of March, 1971, being in the full amount of the then remaining balance  
 of principal and interest. Each installment shall be applied first to the payment of  
 interest and then principal.

PAYMENT OF PRINCIPAL AND INTEREST OF THE WITHIN NOTE IS HEREBY GUARANTEED

Presentment, Demand and Notice of Protest Waived

Sam Boker

Marlan Boker