

Reg. No. 17,660  
Fee Paid \$5.50

MORTGAGE

79648 BOOK 130

18-2-T.W.

Hall Litho. Co., Topeka

THIS INDENTURE, Made this 11th day of January A. D. 19 62  
between Emil Borer and Clarence W. Davis  
of Douglas County, in the State of Kansas, of the first part  
and The First National Bank of Leavenworth, Kansas, A Corporation  
of Leavenworth County, in the State of Kansas, of the second part:  
WITNESSETH, That said part of the first part, in consideration of the sum of \$2250.00  
Two Thousand Two Hundred Fifty Dollars and No DOLLARS,  
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto  
said part of the second part, heirs and assigns, all the following described Real Estate,  
situated in Douglas County, and State of Kansas to wit:

Beginning at the Northeast corner of Lot One Hundred Seventeen  
(117) on New York Street, thence South Thirty-five (35) feet,  
thence West Fifty (50) feet, thence north Thirty-Five (35) feet  
to the South line of Quincy Street, thence East Fifty (50) feet  
to the place of beginning. (Also known as 1101 N. Y. St., Lawrence  
Kansas )

Said parties of the first part do hereby covenant and agree that at the delivery of this instrument  
they are the lawful owner s of the premises above granted, and seized of a good  
and indefeasible estate of inheritance therein, free and clear of all incumbrances except  
\$2250.00 and that they will warrant and defend the same against all  
claims whatsoever.

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

Said part of the first part hereby agree to pay all taxes assessed on said premises before any pen-  
alties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee  
in the sum of Twenty Two Hundred Fifty Dollars and No/100 DOLLARS  
in some insurance company satisfactory to said mortgagee.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said

Emil Borer and Clarence W. Davis

have this day executed and delivered a certain promissory note to in writing to said part  
of the second part, of which the following cop :

First National Bank-Leavenworth, Kans.

NOW, If said part 1e of the first part shall pay or cause to be paid to said part 1e of the second part,  
heirs or 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 dis-  
charged 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, or if insurance premiums are not paid when due, 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 part 1e of the first part have hereunto set their  
hand the day and year first above written.

*Emil Borer*  
*Clarence W. Davis*

STATE OF KANSAS, Leavenworth COUNTY, ss.  
BEFORE ME, Notary Public, on this 11th day of January A. D. 19 62, before me,  
the undersigned, a Notary Public in and for the County and State  
of Kansas, and Emil Borer and Clarence W. Davis  
who are personally known to me to be the same person s who executed the within instrument of writ-  
ing, and such person s duly acknowledged the execution of the same.  
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official  
seal, the day and year last above written.  
January 21st, 19 62  
(C. E. Gordon) Notary Public.

Recorded February 24, 1962 at 9:30 A.M.

*Harold A. Beck* Register of Deeds

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