

This Indenture, Made this 28th day of July A. D. 1952, between Rawleigh C. Zilliox and Phyllis M. Zilliox, (Husband and Wife)

of City of Lawrence, in the County of Douglas and State of Kansas of the first part, and The Bennington State Bank, Bennington, Kansas

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Five Thousand and 00/00-----DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and Mortgage to the said party of the second part its successors heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Lots 18 and 19 (eighteen and nineteen) in Country Club Terrace, an Addition adjacent to the City of Lawrence, Douglas County, Kansas,

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part

do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of Five Thousand and 00/00-----Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party of the second part in the following manner: eighty-seven (87) payments, five (5) of Twenty Dollars (\$20.00) each, eighty-one (81) of Sixty Dollars (\$60.00) each, and one (1) of Forty Dollars (\$40.00).

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall be void absolutely, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part its successors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to said parties of the first part or their heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

X Rawleigh C. Zilliox (SEAL) X Phyllis M. Zilliox (SEAL) (SEAL) (SEAL)

STATE OF KANSAS

Douglas County ss.



Be It Remembered, That on this 31 day of July A. D. 1952

before me, the undersigned, a Notary Public in and for said County and State, came Rawleigh C. Zilliox and Phyllis M. Zilliox, husband and wife.

to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires July 5 1953

C. Stewart Notary Public