

50217 BOOK 105

THIS INDENTURE, Made this 25th day of August, A. D., 1953, between Rawleigh C. Zilliox and Phyllis M. Zilliox, (Husband and Wife) of Douglas County, in the State of Kansas, of the first part, and The Bennington State Bank, Bennington, Kansas, a Banking Corporation, of Ottawa County, in the State of Kansas, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of (\$7,776.00) - - - Seven Thousand Seven Hundred Seventy-Six and 00/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL AND CONVEY, unto said part 2nd of the second part, its successors, heirs and assigns, all the following-described real estate, situated in Douglas County and State of Kansas, to-wit: Lots Eighteen and Nineteen (18 and 19) in Country Club Terrace, an Addition adjacent to the City of Lawrence, Douglas County, Kansas.

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

Rawleigh C. Zilliox and Phyllis M. Zilliox

have this day executed and delivered one certain promissory note, in writing, to said part 2nd of the second part, of which the following is a copy: The Seven Thousand Seven Hundred Seventy-Six Dollars (\$7776.00) is to be paid in one Hundred Fifty-five payments of Fifty Dollars (\$50.00) each and one payment of Twenty-Six Dollars (\$26.00), the first payment becoming due and payable September 25, 1953 and on the same date each month thereafter until paid in full, September 25, 1966.

NOW, If said part 1st of the first part shall pay or cause to be paid to the said part 2nd of the second part, its successors, 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 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 or sums; and interest thereon, shall and by these presents, become due and payable at the option of the holder hereof, and said part 2nd of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands, the day and year first above written.

*Rawleigh C. Zilliox*  
*Phyllis M. Zilliox*

STATE OF KANSAS, Douglas COUNTY, ss.

BE IT REMEMBERED, That on this 3rd day of September, A. D., 1953, before me, the undersigned, a notary public in and for the County and State aforesaid, came Rawleigh C. Zilliox and Phyllis M. Zilliox, husband and wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such person S 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.



*Mary C. Morgan*  
Notary Public.

Term Expires January 15, A. D., 1954

Recorded September 8, 1953 at 11:50 A. M.

*Harold A. Beck* Register of Deeds