

68871 BOOK 121

## MORTGAGE

310-1

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

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THIS INDENTURE, Made this fifth day of March, A. D. 1959,  
between George F. Zillner and Chloe A. Zillner, 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 Five thousand and no DOLLARS,  
the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said party  
of the second part, and its ~~heirs and assigns~~ assigns, all the following-described real estate, situated in Douglas  
County and State of Kansas, to wit:

Beginning at a point on the North line of Section 34, Township 12  
South, Range 19 East of the Sixth Principal Meridian, 530 feet West  
of the Northeast corner of the Northwest Quarter of said Section 34;  
thence South 165 feet parallel to the East line of said Northwest  
Quarter, thence West 130 feet parallel to the North line of said  
Northwest Quarter; thence North 165 feet to the North line of said  
Section 34; thence East 130 feet on the North line of said Section  
34 to the point of beginning.

Containing one-half acre more or less, subject to the public highway  
and easements of record.

This mortgage is recorded for the purpose of showing the correct description of real  
estate in a mortgage of like amount and date recorded on March 10, 1959 in Book 121,  
Pages 170-171.

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 party of the  
second part, of which the following is a memorandum:

Date of Note	March 5, 1959
Amount of Note	\$5,000.00
Maturity of Note	September 5, 1960

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, and its  
~~heirs and assigns~~ 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 party  
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 and seal, the day and year first above written.

*George F. Zillner*  
George F. Zillner  
*Chloe A. Zillner*  
Chloe A. Zillner