80113 BOOK 130 MORTGAGE 318-2 se & Co., Ioc., Maxis THIS INDENTURE, Made this Fifth day of April . A. D. 10 62 . George F. Zillner and Chloe A. Zillner, Husband and Wife hetween of Douglas County, in the State of Kansas , of the first part, and Douglas County State Bank, a Corporation of County, in the State of Kansas Douglas , of the second part: WITNESSETH, That said parties of the first part, in consideration of the sum of Ninety five hundred and no/100----of the second part, and its beins metaasigns, all the following-described real estate, situated in Douglas County and State of Kansas , to with The Northwest Quarter of the Southwest Quarter of Section 35, Township 12 South, Range 18 East of the 6th Principal Meridian, containing 40 acres, more or less; also an easement 25 feet wide along the North line of the Northeast Quarter of the Southwest Quarter of Section 35, Township 12 South, Range 18 East, from the end of present road West to the East line of said Northwest Quarter of the Southwest Quarter, Section 35, Township 12 South, Range 18 East. ALSO: The South 30 feet of the East 80 feet of Lot Seven (7) in Block Six (6) in Babcock's Addition to the City of Lawrence TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, he 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 Brok 136 Page 440 ha ve this day executed and delivered one cartain promissory note in writing to said party of the second part, of which the following is a menour and um: Date: April 5, 1962 Amount: \$9,500.00 Maturity: Ten years from date, payable \$105.47 per month until maturity. Now, if and parties from date, payable \$105. 47 per month until maturity. Now, if and parties of the first part shall pay or cause to be paid to, and part y of the second part, and its MAXDEX assigns, asid sum of money in the show-cheeserhed note mentioned, together with the interest thereon, seconding to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in fall force and effect. But if said sum or sums of money, or any part thereof, or any induces 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, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said part y of the second part shall be entitled to the possession of said premises. IN WITNESS WHEREOF, The said part les of the first part have hereunto set their hands , the day and year first have written. George F. Zillner Chlose Jillner State of Kansas, Douglas County, ss. BE IT REMEMBERED, That on this fifth day of April , A. D. 19 62 , before me, the undersigned, a Notary Public In and for the County and State aforesaid, George F. Zillner and Chloe A. Zillner, Husband and Wife camo who are personally known to me to be the same person a who executed the within instrument of writing, and such person 5 duly acknowledged the execution of the same. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial 1) A Back seal, the day and year last above written molem August 26 M. ----- Notary Public Clem Term expires , 1965 . Recorded April 9, 1962 at 1:45 P.M. Harded Q. Beck Register of Deeds Mortgage. Attest: Harold R. Scheve, Cashier