

*Recorded April 13 1909
 State of Lawrence
 Register of deeds*

*The following is enclosed on the original instrument
 The Kansas Trust Company, the mortgage within named does hereby acknowledge
 full payment of the debt secured by the foregoing mortgage, and authorize the
 Register of Deeds of Douglas County, Kansas to discharge the same of record. In witness
 Whereof the said Company has caused their president to be signed by its President
 and its official seal to be affixed this 6th day of April A.D. 1909*

This Indenture, made the 13. day of June 1907 A. D. between Joseph Zillner and Barbara Zillner, his wife of the County of Douglas and State of Kansas, party of the first part, and The Kansas Trust Company, a corporation under the laws of Kansas located at Kansas City, Wyandotte County, Kansas, party of the second part.

Witnesseth, that the said party of the first part, in consideration of the sum of Two thousand 00/100 Dollars in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey, and confirm to the said party of the second part, its successors and assigns, the following described real estate in the County of Douglas and State of Kansas, to-wit:

The North 60 acres of the west half of the North east quarter Section Fifteen (15) Township Thirteen (13) Range Twenty one (21) County and State aforesaid. Also Lots numbered Six (6) Seven (7) and Eight (8) in Block Two hundred and four (204) City of Eudora Douglas County Kan.

To have and to hold the same, with the appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever the intention being to convey an absolute title in fee to said premises.

And the said Joseph Zillner and Barbara Zillner his wife hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

Provided, However, that if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of \$2000. in payments as follows:

Principal due in 3 years from date; Privilege granted to make payments of \$100. and over at any interest paying time after the first year., with interest thereon at the rate of six per cent. per annum, payable on the 13th day of June and December in each year, together with interest at the rate of ten per cent. per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said Joseph Zillner and Barbara his wife and payable at the office of the Kansas Trust Company, in Kansas City, Kansas; and shall perform all and singular the covenants herein contained; then this mortgage to be void, otherwise to remain in full force and effect.

And the said party of the first part do hereby covenant and agree to pay or cause to be paid the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage.

And the said party of the first part do further covenant and agree until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the State of Kansas, on said premises or on this mortgage or on the note or debt hereby secured before any penalty for non-payment attaches thereto; also to