

## MORTGAGE RECORD.

This Indenture, Made this 1th. day of December, A. D. 1911, between  
Max C. Rosenau and Tillie Rosenau, his wife,

of Douglas County, in the State of Kansas of the first part, and  
Joseph Zillner

of Douglas County, in the State of Kansas of the second part:

WITNESSETH, That said part. 1es... of the first part, in consideration of the sum of

Seventeen Hundred

and no DOLLARS,

the receipt of which is hereby acknowledged, do... by these presents, Grant, Bargain, Sell, and Convey unto said part. V... of the second part, his heirs and assigns, all the following-described real estate, situated in Douglas County and State of Kansas, to wit:

The Northwest Quarter (1/4) of the North East Quarter (1/4) of Section Number Twenty (20)  
Township Thirteen (13) Range Twenty one (21) containing Forty (40) acres more or less

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

Max C. Rosenau and Tillie Rosenau, his wife,

ha. V8... this day executed and delivered a certain promissory note... in writing to said part. V... of the second part, of which the following is a copy: \$1700.00 Eudora, Kansas Dec 1, 1911 One year after date we

or either of us promised to pay to the order of Joseph Zillner Seventeen Hundred and no  
100 Dollars at the Kaw Valley State Bank, of Eudora, with six per cent interest from date  
till maturity and six per cent per annum after maturity until paid. Value received. Demand  
Protest and notice of non-payment of this note is waived by both makers and endorsers

hereof.

Max C. Rosenau - L.S.  
Tillie Rosenau L.S.

NOW, If said part. 1es... of the first part shall pay or cause to be paid to said part. V... of the second part, his 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 and sums, and interest thereon, shall and by these presents become due and payable, and said part. V... of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said part. 1es... of the first part ha. V8... hereunto set their hands, the day and year first above written.

Max C. Rosenau  
Tillie Rosenau

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 1st day of December, A. D. 1911, before me, the undersigned, a

a Notary Public in and for the County and State aforesaid, came

Max C. Rosenau and Tillie Rosenau, his wife,

L. S.

who are personally known to me to be the same person. Sw who executed the within instrument of writing, and such person have 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.

Geo. H. Lothholz, Notary Public.

Term expires Sept 25th 1915.

Filed for Record on the 16th day of March, A. D. 1912 at 9.19 o'clock... A.M.

Floyd L. Lawrence, Register of Deeds.

Deputy.

Recorded Feb. 13 1913  
 Received of Henry Peter the within named Mortgages,  
 the sum of Five Thousand and no Dollars, in full  
 satisfaction of the within Mortgage. Bank of Pittsburg

Recorded Feb. 14 1913  
Geo. H. Lothholz  
 Register of Deeds

Recorded Jan 27 1913  
Floyd L. Lawrence  
 Register of Deeds

Received of Max C. Rosenau and Tillie Rosenau the sum of Seventeen Hundred and no Dollars, in full satisfaction of the within Mortgage. Joseph Zillner