

Receiving No. 9616

MORTGAGE RECORD 84

Reg. No. 2197

Fee Paid, \$1.00

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 28 day of

Clement A. Zillner and Edna M. Zillner, his wife
TO

February A. D. 1940, at 10:00 o'clock A. M.

Kaw Valley State Bank Eudora, Kansas

By *Harold A. Cook* Register of Deeds,
Deputy.THIS INDENTURE, Made this twentieth day of February, in the year of our Lord, one thousand nine hundred and forty between

Clement A. Zillner and Edna M. Zillner, his wife,

of LAWRENCE in the County of Douglas and State of Kansas
parties of the first part, and Kaw Valley State Bank, Eudora, Kansaspart Y of the second part.WITNESSETH, That the said parties of the first part, in consideration of the sum of
Four hundred and no/100 DOLLARS, to them duly paid, the receipt of
which is hereby acknowledged, ha YO and by this indenture do Grant, Bargain, Sell and Mortgage to the said party Y of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Begin 489.9 feet North of the Southwest corner of the
Northeast quarter (NE $\frac{1}{4}$) of Section Six (6), Township
Thirteen (13), Range Twenty (20), thence East 313 $\frac{1}{2}$ feet,
thence North 68 feet, thence West 313 $\frac{1}{2}$ feet, thence South
68 feet to point of beginning.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein.

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted,
and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part LOS of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied
or assessed against said real estate when the same becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in
such sum and by such insurance company as shall be specified and directed by the part Y of the second part, the loss, if any, made payable to the part Y of the second part to the
extent of LOS interest. And in the event that said part LOS of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured
as herein provided, then the part Y of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by
this indenture, and shall bear interest at the rate of 10% from the date of payment until fully paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Four hundred and no/100twentieth DOLLARS.according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the twentieth day of February 1940and by LOS terms made payable to the part Y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum
or sums of money advanced by the said part Y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided. In the event that
said part LOS of the first part shall fail to pay the same as provided in this indentureAnd this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any
part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable or if the insurance is
not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance
shall become absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall
immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part Y of the second partto take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the
rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner provided by law and out of all moneys arising from such sale
to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part Ymaking such sale, on demand, to the first part LOSIt is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall
extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.IN WITNESS WHEREOF, The parties of the first part ha YO hereunto set their hand and seal 8 the day and year last above

written.

Clement A. Zillner (SEAL)

Edna M. Zillner (SEAL)

(SEAL)

(SEAL)

STATE OF KANSASCounty of DOUGLAS ss.BE IT REMEMBERED, That on this 20th day of February A. D. 1940, before me, a

Notary Public in the aforesaid County and State, came

Clement A. Zillner and Edna M. Zillner, his wife,

to me personally known to be the same person 8 who executed the foregoing instrument and duly acknowledged the
execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last

(SEAL) My commission expires on the 16 day of May 1940Kelvin Hoover
Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register
of Deeds to enter the discharge of this mortgage of record. Dated this 1st day of July 1942

(Corp. Seal)

Kaw Valley State Bank, Eudora, Kansas
W. C. Hoover, Cashier

Mortgagee. Owner.

This Release
was written
on the original
Mortgage
entered
this 1st day
of July
1942

Harold A. Cook
Reg. of Deeds.