

Public Notices

Sheriff's sale of land

PUBLIC NOTICE
(Published in The Oberlin Herald, Wednesday, February 22, March 1, 8, 2006)3t

IN THE DISTRICT COURT OF DECATUR COUNTY, KANSAS CIVIL DEPARTMENT

Countrywide Home Loans, Inc. Plaintiff,
vs.
Della Ashmore, et al. Defendants.

Case No. 05-CV-30 Pursuant to K.S.A. Chapter 60

Notice Of Sale

Under and by virtue of an Order of Sale issued to me by the Clerk of the District Court of Decatur County, Kansas, the undersigned Sheriff of Decatur County, Kansas, will offer for sale at public auction and sell to the highest bidder for cash in hand, at the Front Door of the Courthouse at Oberlin, Decatur County, Kansas, on March 15, 2006, at 10:00 AM, the following real estate:

Lots Nineteen & Twenty (19 & 20), in Block Three (3), ORIGINAL TOWN, now City of Oberlin, Decatur County, Kansas, commonly known as 113 South Cass Avenue, Oberlin, KS 67749 (the "Property")

to satisfy the judgment in the above-entitled case. The sale is to be made without appraisal and subject to the redemption period as provided by law, and further subject to the approval of the Court. For more information, visit www.Southlaw.com.

Ken Badsky, Sheriff
Decatur County, Kansas

South & Associates, P.C.
Kristen Stroehmann (KS #10551)
6363 College Boulevard, Suite 100
Overland Park, Kansas 66211
(913) 663-7600
(913) 663-7899 (Fax)
Attorneys For Plaintiff (55802)

Estate of R. Bunstock

PUBLIC NOTICE
(Published in The Oberlin Herald, Wednesday, February 22, March 1, 8, 2006)3t

IN THE DISTRICT COURT OF DECATUR COUNTY, KANSAS PROBATE DIVISION

In the Matter of the Estate of RICHARD L. BUNSTOCK, Deceased.
Case No. 2006-PR-05

NOTICE OF HEARING AND NOTICE TO CREDITORS

THE STATE OF KANSAS TO ALL PERSONS CONCERNED:

You are hereby notified that a petition dated February 20, 2006, has been filed in this court by Jackelyn Nickerson and James E. Bunstock, as the co-executors named in the Last Will and Testament of Richard L. Bunstock, deceased, praying for probate of the will, and for the appointment of Jackelyn Nickerson and James E. Bunstock as co-executors of the estate.

You are further advised that the petitioners in this matter have requested administration pursuant to the Kansas Simplified Estates Act, and if such request is granted the court may not supervise administration of the estate and no further notice of any action of the co-executors or other proceedings in the estate will be given except for notice of final settlement of the decedent's estate. Should written objections to simplified administration be filed with the court, the court may order supervised administration to ensue.

Jackelyn Nickerson, Petitioner
James E. Bunstock, Petitioner

Steven W. Hirsch
HIRSCH & PRATT, LLP
124 So. Penn—P.O. Box 296
Oberlin, Kansas 67749-0296
Ph. 785.475.2296
Fax 785.475.2060
Attorney for Estate

Sheriff's sale of land

PUBLIC NOTICE
(Published in The Oberlin Herald, Wednesday, February 22, March 1, 8, 2006)3t

IN THE DISTRICT COURT OF DECATUR COUNTY, KANSAS CIVIL DEPARTMENT

Midfirst Bank Plaintiff,
vs.
Janice L. Cundiff and Gregory A. Cundiff, et al., Defendants.)

Case No. 05-CV-22 Pursuant to K.S.A. Chapter 60

Notice Of Sale

Under and by virtue of an Order of Sale issued to me by the Clerk of the District Court of Decatur County, Kansas, the undersigned Sheriff of Decatur County, Kansas, will offer for sale at public auction and sell to the highest bidder for cash in hand, at the Front Door of the Courthouse at Oberlin, Decatur County, Kansas, on March 15, 2006, at 10:00 AM, the following real estate:

The South Twelve (12) feet of Lot One (1), and all of Lots Two (2) and Three (3), in Block Fifteen (15) in Johnston's Addition to the City of Oberlin in Decatur County, Kansas, commonly known as 710 North Griffith Avenue, Oberlin, KS 67749 (the "Property")

to satisfy the judgment in the above-entitled case. The sale is to be made without appraisal and subject to the redemption period as provided by law, and further subject to the approval of the Court. For more information, visit www.Southlaw.com.

Ken Badsky, Sheriff
Decatur County, Kansas

South & Associates, P.C.
Stacey Patterson (KS #19526)
6363 College Boulevard, Suite 100
Overland Park, Kansas 66211
(913) 663-7600
(913) 663-7899 (Fax)
Attorneys For Plaintiff (54192)

Estate of M. Eiler

PUBLIC NOTICE
(Published in The Oberlin Herald, Wednesday, February 22, March 1, 8, 2006)3t

IN THE DISTRICT COURT OF DECATUR

COUNTY, KANSAS PROBATE DIVISION

In the Matter of the Estate of)
MARY EILER, Deceased.)
Case No. 2006-PR-03

NOTICE TO CREDITORS

THE STATE OF KANSAS TO ALL PERSONS CONCERNED:

You are hereby notified that a petition dated February 10, 2006, has been filed in this court by Ronald Eiler, as a surviving son and as the executor named in the Last Will and Testament of Mary Eiler, deceased, praying for probate of the will, and for the appointment of Ronald Eiler as Executor of the estate.

You are further advised that the petitioner in this matter has requested administration pursuant to the Kansas Simplified Estates Act, and if such request is granted the court may not supervise administration of the estate and no further notice of any action of the Personal Representative or other proceedings in the estate will be given except for notice of final settlement of the decedent's estate. Should written objections to simplified administration be filed with the court, the court may order supervised administration to ensue.

All creditors are notified to exhibit their demands against the estate within four months from the date of the first publication of this notice as provided by law, and if their demands are not thus exhibited they shall be forever barred.

Ronald Eiler, Petitioner

Steven W. Hirsch
HIRSCH & PRATT, LLP
124 So. Penn—P. O. Box 296
Oberlin, Kansas 67749-0296
Ph. 785.475.2296
Fax 785.475.2060
Attorney for Estate

Jennings Ordinance

PUBLIC NOTICE
(Published in The Oberlin Herald, Wednesday, March 8, 2006)1t

ORDINANCE NO. 417

AN ORDINANCE GRANTING TO THE KANSAS CORPORATION OF RURAL TELEPHONE SERVICE COMPANY, INC., ITS SUBSIDIARIES (NAMED NEX-TECH, INC.), SUCCESSORS, TRANSFEREES AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE TO ERCT, MAINTAIN AND OPERATE A COMMUNICATIONS SYSTEM WITHIN THE CITY OF JENNINGS, KANSAS, PRESCRIBING THEREOF AND PROVIDING FOR PAYMENTS TO BE MADE TO THE CITY OF JENNINGS, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JENNINGS, DECATUR COUNTY, KANSAS:

ARTICLE I Definitions

For the purpose of the grant of this franchise, the following terms shall have the meaning as described herein:

"City" shall mean the City of Jennings, Kansas, and shall include, when appropriate, the context of the territorial boundaries of the City of Jennings, Kansas, as they now or shall hereafter exist.

"Council" shall mean the present governing body of the City of Jennings, Kansas, or any successor to the legislative powers of the present City Council.

"Franchise" shall mean the permission, license or authority given hereunder to conduct and operate a communications system in the City of Jennings, Kansas, pursuant to the ordinance passed by the City Council.

"Grantee" shall mean Rural Telephone Service Company, Inc., its subsidiaries, successors, transferees or assigns of the Franchise granted herein.

"Gross Revenue" shall mean the monthly revenues received by Grantee for the basic service rates from subscribers of the Grantee's local telephone service and basic cable television service; provided, however, that such phrase shall not include: (i) revenues received from any advertising carried on the communications system; (ii) revenues from optional calling features; (iii) any taxes on communications service which are imposed directly or indirectly on any subscriber thereof by any governmental unit or agency, and which are collected by the Grantee on behalf of such governmental unit or agency; or (iv) any revenues derived from installation charges.

"Street" shall mean the surface of and the space above and below any public street, road, highway, freeway, lane, path, alley, court, sidewalk, parkway, drive or other easement now or hereafter held by the City of Jennings, Kansas, for the purpose of public travel and shall include such other easements or right-of-ways as shall be now held or hereafter held by the City of Jennings, which shall within their proper use and meaning entitle the City of Jennings and its Grantee to use for the purpose of installing or transmitting communications transmissions over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to a communications system.

"Property of Grantee" shall mean all property owned and installed or used by the Grantee in the conduct of its communications business in the City of Jennings and under the authority of the Franchise granted herein.

"Communications System" shall mean all equipment used to transport audio and video signals (voice, video, data, radio and cable television) to consumers including, but not limited to, any cable, electronics, fiber optics or other types of necessary equipment.

"Subscriber" shall mean any person or entity receiving for any purpose all or one of the services offered within the Grantee's communications system.

"Person" shall mean any individual or association of individuals, or any firm, corporation or other business entity.

"Facilities of Grantee" or "Communications Facilities" shall mean property of the Grantee used in operation of the Communications System.

ARTICLE II Grant of Franchise

SECTION 1: General Grant. The City hereby grants to Grantee the right and privilege to construct, erect, operate and maintain a communications system within the City and in so doing to use the streets of the City by erecting, installing, constructing, repairing, replacing, reconstructing, maintaining and retaining in, on, under, upon or across any such street, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments and other property as may be necessary and pertinent to a communications system within the City of Jennings, Kansas.

SECTION 2: Non-exclusivity. The authority given to Grantee in the above section is not and shall not be deemed to be an exclusive right of permission. The City expressly reserves the right to grant similar non-exclusive

franchises to other persons, firms or corporations and allow them to use the streets of the City within the same or other areas of the City as Grantee at any time; provided, however, that such other franchisees do not interfere or create interference with Grantee's communications system already established and said other franchisees shall not be extended preferential treatment over Grantee.

SECTION 3: Notice concerning complaints. Notice of the procedures for reporting and resolving complaints will be given to each subscriber at the time of the initial subscription to the communications system.

SECTION 4: Modifications. Any modification of the provisions of the federal franchise standards resulting from an amendment of the standards by the Federal Communications Commission must be incorporated into this Franchise within one year of the adoption of the modification, or at the time of renewal, whichever occurs first. It shall also be the policy of the City to amend this Franchise, upon application of the Grantee, when necessary to enable Grantee to take advantage of any developments in the field of telecommunications which would afford it an opportunity to more effectively, efficiently or economically serve its customers, and to enable Grantee to conform to the Rules and Regulations of the Kansas Corporation Commission and the Federal Communications Commission as they may be amended from time to time.

ARTICLE III Term

The term of this ordinance shall be for ten (10) years and successive terms of five (5) years unless written notice is given by either the City or the Grantee to the other, 365 days or more prior to the expiration of the initial term, or any successive term, of its intention to terminate the same at the expiration of the then current term.

The term of this ordinance shall commence on the first day of the first month following the date the Grantee hereunder accepts and agrees to abide with the terms and conditions of the Franchise by filing a written acceptance thereof with the City Clerk of the City of Jennings, Kansas. Acceptance shall be filed, if it is to be valid, within sixty (60) days from the effective date of the ordinance granting the Franchise. If such acceptance shall not be filed within the time aforesaid, then the ordinance granting this Franchise shall be deemed void and of no further force and effect, and the offer of Franchise contained in the ordinance will stand revoked.

ARTICLE IV Forfeiture

In addition to all other rights and powers reserved or pertaining to the City, the City reserves as an additional and as a separate and distinct remedy the right to revoke this Franchise and all rights and privileges of the Grantee hereunder for any of the following reasons:

Grantee fails after thirty (30) days prior written notice to comply with any of the provisions of the ordinance granting this Franchise or has, by act or omission, violated any term or condition thereof;

Any provision of such ordinance shall be finally adjudged by a court of law as invalid or unenforceable, and the City Council further finds that such provision constitutes at that time a consideration material to the continuance of the Franchise granted herein;

The Grantee becomes insolvent, unable or unwilling to pay its debts or is adjudged bankrupt;

The Grantee attempts to or does practice any fraud or deceit in its conduct or relations with the City or subscribers, under this Franchise; or

The City condemns all of the Property of the Grantee within the City by lawful exercise of eminent domain.

ARTICLE V Ordinance of Revocation

No revocation provided for in the previous paragraph except for reasons of condemnation, shall be effective unless or until the City Council provides written notice to Grantee, and Grantee is given at least 30 days to cure any alleged breach of Article IV herein. If after the expiration of the time to cure, City Council believes Grantee has failed to cure, the City Council must adopt an ordinance setting forth the cause and reason for the revocation and the effective date thereof in order to effectuate any revocation. Such ordinance shall not be adopted without thirty (30) days prior written notice thereof to the Grantee and an opportunity for the Grantee to be heard on the proposed adoption of said proposed ordinance. If the revocation as proposed in said ordinance depends upon a finding of fact, such finding of fact must be made by the City Council after a conclusive hearing is provided, if requested by the Grantee.

ARTICLE VI Compensation

In consideration of the grant of the Franchise to the Grantee, the Grantee shall pay to the City, in arrears, an amount equal to two percent (2%) of the annual Gross Revenue from the operation of the business in said City. Such payment shall be made in one (1) payment, on or before the first day of February of each year during the terms of this ordinance. The City agrees to accept this sum as full and fair compensation.

ARTICLE VII Indemnification

The Grantee shall, concurrently with the filing of the acceptance of this Franchise, furnish to the City and file with the City Clerk a liability insurance policy in the amount of One Million Dollars (\$1,000,000) with a company approved by the City of Jennings and in a form satisfactory to the City Attorney indemnifying and defending the City, its officers, boards, commissions, agents and employees from and against any and all claims, demands, actions, suits and proceedings by others, against all liabilities to others and against any loss, costs, expense or damages resulting therefrom, arising out of the exercise or enjoyment of this Franchise.

ARTICLE VIII Use and Installation

SECTION 1: Degree of Care. The Grantee or any persons, firm or corporation erecting, constructing or maintaining any of the property used by or for the Grantee shall at all times employ due care or the highest degree of care required by law under the facts and circumstances and shall maintain and install the property of the Grantee in accordance with commonly accepted methods and principals so as to prevent failures and accidents likely to damage, injure or create a public nuisance.

SECTION 2: Location of Facility. All communications facilities shall be located so as to cause minimum interference with the proper use of streets and the rights and reasonable convenience of property owners abutting the streets. In no event shall such facilities be located so as to substantially interfere with the usual public travel on any street of the City.

SECTION 3: Damage to Public Property. Whenever Grantee or any person on its behalf causes any injuries or damage to any public property or street by or because of the installation, maintenance or operation of the communications facilities, such injury or damage shall be immediately remedied in such fashion as directed by the City Superintendent.

SECTION 4: Tree Trimming. Grantee shall have authority to trim trees upon and over the streets of the City so as to prevent the branches of such trees from coming in contact with wires, cables and other facilities of Grantee. All trimming shall be done under the supervision of the

City Superintendent at the expense of the Grantee.

SECTION 5: Facilities Upgrades/Changes. Grantee shall exercise its right to place, remove, construct and reconstruct, extend and maintain its plant and appurtenances as the business and purposes for which may from time to time require along, across, on, over, through, above and under any public right of way including, but not limited to, streets, avenues, alleys, bridges and the public grounds and places within the limits of the City.

ARTICLE IX Removal and Abandonment of Property

If the Franchise is terminated or revoked, the Grantee shall promptly, upon ninety (90) days written notice, remove from the streets all its facilities other than that which the City of Jennings, Kansas, may permit to be abandoned in place. In the event of such removal, the Grantee shall promptly return the street to the like or similar condition which it was in before the facilities were placed.

ARTICLE X Operation and Maintenance

Grantee shall have the authority to promulgate such rules, regulations, terms and conditions of its business as shall be reasonably necessary to enable Grantee to exercise its rights and perform its services under this Franchise and to assure an uninterrupted service to all of its customers. Grantee shall render efficient service, make repairs promptly and only interrupt service for good cause for the shortest time possible. In order to limit failure and malfunctions of the communications system and to enable prompt correction at all times after notice of malfunction or failure, Grantee shall consistently maintain a listed telephone, which shall be operated to receive complaints, requests for repairs or adjustments because of malfunctions at any time of day Sunday through Saturday, including holidays.

Grantee shall, on the request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary action shall be paid by the person requesting the same, and Grantee shall have the authority to require advance payment. Grantee shall be given no less than forty-eight hours advance notice to arrange for such temporary wire changes.

ARTICLE XI Compliance with the Law

Grantee shall, at all times during the term of this Franchise, be subject to all lawful exercises of the police power of the City and to such reasonable regulations as the City shall prescribe for the general conduct of persons providing communications service within the City.

ARTICLE XII Sale or Lease of Franchise

The Franchise shall be deemed a privilege to be held in personal trust by the Grantee. It may not be sold, transferred, leased, assigned or disposed of in whole or in part either by force of voluntary sale, consolidation or otherwise without prior notification to the City Council.

ARTICLE XIII Grantee Without Recourse

Grantee shall have no recourse whatsoever against the City for any loss, cost, expense or damage arising out of any of the provisions or requirements of this Franchise or because of the enforcement thereof by the City, nor for the failure of the City to have the authority to grant all or any part of the Franchise.

ARTICLE XIV Grantee's Rates and Regulations

Grantee shall have the right and power to fix, charge, collect and receive reasonable rates for the services it provides through its Communications System; provided, that such rates shall not be established on a discriminatory basis.

ARTICLE XV Notices

Whenever, under the terms of this Franchise, either party shall be required or permitted to give notice to the other, such notice shall be in writing and if to be served upon the City it shall be delivered by certified mail to the Mayor & City Council c/o City Clerk/Administrator, PO Box 2, Jennings, Kansas 67643. If to the Grantee, it shall be delivered by certified mail to CEO/General Manager, 145 N. Main, Lenora, Kansas 67645.

ARTICLE XVI Miscellaneous Provisions

SECTION 1: Supercedes Prior Ordinances. All ordinances and parts of ordinances in conflict herewith are hereby repealed as of the effective date of this ordinance. This ordinance specifically supercedes all previously adopted ordinances.

SECTION 2: Binding Effect. All provisions of this ordinance shall be binding upon Grantee and all successors, lessees and assigns of Grantee whether expressly stated herein or not.

SECTION 3: Final Approval. This ordinance shall take effect and be in full force from and after its publication in the official city newspaper.

SECTION 4: Costs. Grantee shall assume the cost of publication of the ordinance. Grantee shall reimburse the City for these costs upon presentation of the publication costs.

PASSED AND ADOPTED by the Governing Body of the City of Jennings, Kansas, on this 2nd day of March, 2006.

CITY OF JENNINGS, KANSAS
Robert W. Jones, Mayor

ATTEST:
Sue Long, City Clerk

Marshal's sale of land

PUBLIC NOTICE
(Published in The Oberlin Herald, Wednesday, February 22, March 1, 8, 2006)3t

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF KANSAS

UNITED STATES OF AMERICA, Plaintiff,
v.
TRACEY GLOSSER PERSHING (f/k/a Tracey L. Glosser); and KELLEY PERSHING, Defendants.

NOTICE OF MARSHAL'S SALE OF REAL ESTATE

By virtue of an Order of Sale issued out of the United States District Court for the District of Kansas, at Kansas City, Kansas, in the above entitled case, I will, on Wednesday, the 29th day of March, 2006, at 10:00 o'clock A.M. of said day at the front door of the Decatur County Courthouse, Oberlin, Kansas, offer for sale at public auction and sell to the highest bidder for cash in hand, all of the right, title, and interest of the defendants, Tracey L. Glosser (n/k/a Tracey Glosser Pershing) and Kelly Pershing, above named in and to the following described real estate located in Decatur County, Kansas, to-wit:

Lots Four, Five and Six (4, 5 & 6), Block Fourteen (14), Johnston's Addition to the City of Oberlin, Kansas.

Said real property is levied on as the property of the defendants, Tracey L. Glosser (n/k/a Tracey Glosser Pershing) and Kelly

Pershing, above named and will be sold without appraisal, subject to any unpaid real property taxes or special assessments and with no redemption rights in the defendants, Tracey L. Glosser (n/k/a Tracey Glosser Pershing) and Kelly Pershing, to satisfy the Order of Sale.
United States Marshal's Office, Topeka, Kansas, this 8th day of February, 2006.

WALTER BRADLEY
United States Marshal
District of Kansas
or his deputy
Daryl Ingermanson
Chief Deputy U.S. Marshal

Estate of L. Rush

PUBLIC NOTICE
(Published in The Oberlin Herald, Wednesday, February 22, March 1, 8, 2006)3t

IN THE DISTRICT COURT OF DECATUR COUNTY, KANSAS PROBATE DIVISION

In the Matter of the Estate of)
LEMOIN RUSH, Deceased.)
Case No. 2006-PR-04

NOTICE OF HEARING AND NOTICE TO CREDITORS

THE STATE OF KANSAS TO ALL PERSONS CONCERNED:

You are hereby notified that a petition dated February 15, 2006, has been filed in this court by Terry Rush, as the executor named in the Last Will and Testament of Lemoine Rush, deceased, praying for probate of the will, and for the appointment of Terry Rush as executor of the estate.

You are further advised that the petitioner in this matter has requested administration pursuant to the Kansas Simplified Estates Act, and if such request is granted the court may not supervise administration of the estate and no further notice of any action of the executor or other proceedings in the estate will be given except for notice of final settlement of the decedent's estate. Should written objections to simplified administration be filed with the court, the court may order supervised administration to ensue.

All creditors are notified to exhibit their demands against the estate within four months from the date of the first publication of this notice as provided by law, and if their demands are not thus exhibited they shall be forever barred.

Terry Rush, Petitioner

Steven W. Hirsch
HIRSCH & PRATT, LLP
124 So. Penn—P. O. Box 296
Oberlin, Kansas 67749-0296
Ph. 785.475.2296
Fax 785.475.2060
Attorney for Estate

Estate of K. Rydquist

PUBLIC NOTICE
(Published in The Oberlin Herald, Wednesday, March 1, 8, 15, 2006)3t

IN THE DISTRICT COURT OF DECATUR COUNTY, KANSAS PROBATE DIVISION

In the Matter of the Estate of KENNETH RYDQUIST, Deceased.
Case No. 2006-PR-06

NOTICE OF HEARING AND NOTICE TO CREDITORS

THE STATE OF KANSAS TO ALL PERSONS CONCERNED:

You are hereby notified that a petition dated February 27, 2006, has been filed in this court by Rick Rydquist and Michael Rydquist, as the co-executors named in the Last Will and Testament of Kenneth Rydquist, deceased, praying for probate of the will, and for the appointment of Rick Rydquist and Michael Rydquist as co-executors of the estate.

You are further advised that the petitioner in this matter has requested administration pursuant to the Kansas Simplified Estates Act, and if such request is granted the court may not supervise administration of the estate and no further notice of any action of the co-executors or other proceedings in the estate will be given except for notice of final settlement of the decedent's estate. Should written objections to simplified administration be filed with the court, the court may order supervised administration to ensue.

All creditors are notified to exhibit their demands against the estate within four months from the date of the first publication of this notice as provided by law, and if their demands are not thus exhibited they shall be forever barred.

Rick Rydquist, Petitioner

Michael Rydquist, Petitioner

Steven W. Hirsch
HIRSCH & PRATT, LLP
124 So. Penn—P. O. Box 296
Oberlin, Kansas 67749-0296
Ph. 785.475.2296
Fax 785.475.2060
Attorney for Estate

Estate of Neva Taylor

PUBLIC NOTICE
(Published in The Oberlin Herald, Wednesday, February 22, March 1, 8, 2006)3t

IN THE DISTRICT COURT OF DECATUR COUNTY, KANSAS PROBATE DIVISION

In the Matter of the Estate of)
NEVA JEAN TAYLOR, Deceased.)
Case No. 2005-PR-34

NOTICE OF HEARING ON PETITION FOR FINAL SETTLEMENT

THE STATE OF KANSAS TO ALL PERSONS CONCERNED:

You are hereby notified that a petition has been filed in said court by Michael R. Tacha and Jeri Brungardt, co-executors of the estate of Neva Jean Taylor, deceased, praying for a final settlement of said estate, approval of the acts, proceedings and accounts of the executors, allowance for the services of the executors and attorney's fees and expenses; and also praying that the court determine the heirs entitled to the estate and the proportion or part thereof to which each is entitled, and distribute and assign the same to them in accordance with the provisions of decedent's will; that the administration of the estate be closed; that the executors be discharged and released from further liability.

You are hereby required to file your written defenses thereto on or before the 17th day of March 2006, at 10:00 a.m. of said day, in said court, in the city of Oberlin, Decatur County, Kansas, at which time and place said judgment will be heard. Should you fail therein,