

MORTGAGE RECORD NO. 55.

This Indenture, Made this 23rd day of February in the year of our Lord
One thousand six hundred, between Joseph Gillner and Barbara
Gillner his wife of Indiana in the County of
Douglas and State of Kansas, of the first part, and
Euna White of the second part:

WITNESSETH, That the said part two of the first part, in consideration of the sum of Eight hundred and fifty Dollars DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part her heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to wit:

all Lots in Blocks Eight (8) Nineteen (19) Twenty (20) Thirty, three (33) Thirty four (34) Forty five (45) and Forty six (46) all in the City of Eudora, Douglas Co., State of Kansas.

with all the appurtenances, and all the estate, title and interest of the said part the of the first part therein. And the said Joseph Zillmer^{2d} & Barbara Zillmer, his wife
do hereby covenant and agree that at the delivery hereof they are the lawful owner 3 of the premises, above granted,
and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances and that they will
warrant^{2d} defend the same against all claims whatsoever

This Grant is intended as a Mortgage to secure the payment of the sum of Eight hundred and fifty dollars according to the terms of a certain Note this day executed and delivered by the said Joseph Zillner & Barbara Zillner, his wife to the said party of the second part due and payable one year from date hereof with interest thereon from the date hereof until paid

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part, her executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said Joseph Zillner and Barbara Zillner his wife, their heirs and assigns.

IN WITNESS WHEREOF, The said part is of the first part has set hereunto set then hand 3 and seal 3
the day and year first above written.

Signed, Sealed and Delivered in presence of

Joseph Zillner (SEAL)
Barbara Zillner (SEAL)
(SEAL)

STATE OF KANSAS,

BE IT REMEMBERED, That on this 23rd day of February A. D. 1916 before me, G. E. Boye a Notary Public in and for said County and State, came Joseph J. Zilner and Barbara J. Zilner, his wife to me personally known to be the same person 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 above written.

My Commission Expires Dec 16 2018 K. E. Long Notary Public.

Filed for Record the 26th day of Feb., A. D. 1916, at 2³⁰ o'clock P.M.

Floyd L Lawrence Register of Deeds
Geo. L. Stutz Deputy