

# MORTGAGE RECORD NO. 60

This following is endorsed on the original instrument.  
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby erased and discharged.  
At witness my hand this 1st day of January A. D. 1923  
Charles A. Hill  
Attest:  
Don E. Wellman  
Register of Deeds

Recorded Feb. 5th 1923  
Don E. Wellman  
Register of Deeds  
2-7-23

This Indenture, Made this Seventh day of March in the year of our Lord one thousand nine hundred and twenty three between Joseph Gillner and Barbara Gillner his wife of Douglas and State of Kansas, of the first part, and Charles A. Hill of the second part:  
WITNESSETH That the said parties of the first part, in consideration of the sum of Eight Hundred 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, his 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:  
Lot numbered Seven (7) in Block One Hundred and Forty Five (145) in the city of Eudora, county and state aforesaid.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Joseph Gillner and Barbara Gillner do hereby covenant and agree that at the delivery hereof, they are the lawful owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Eight Hundred Dollars according to the terms of one certain note this day executed and delivered by the said Joseph Gillner and Barbara Gillner to the said party of the second part Charles A. Hill

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, his 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 Gillner and Barbara Gillner, their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.  
Signed, Sealed and Delivered in the presence of Joseph Gillner (SEAL)  
Barbara Gillner (SEAL)  
Charles A. Hill (SEAL)

STATE OF Kansas }  
Douglas County } ss.  
BE IT REMEMBERED, That on this 9th day of April A. D. 1923, before me, C. F. Richards a Notary Public in and for said County and State, came L. B. Joseph Gillner and Barbara Gillner his wife to me personally known to be the same person who executed the foregoing instrument and duly acknowledged 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 April 4 1926 C. F. Richards Notary Public.  
Filed for Record the 10 day of Apr A. D. 1923 at 10:15 o'clock A. M.  
Don E. Wellman Register of Deeds  
Deputy.