52114 BOOK 106 MORTGAGE-Standard Form (No. 52A) F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas This Indenture, Made this 16th day of February A.D., 19 54, between . Donald R. Hibner and his wife, Anna Mae Hibner and State of Kansas of Lawrence Douglas in the County of \_\_\_\_\_ of the first part, and Earl E. Jardon and/or Olive L. Jardon as joint tenants with the right of survivorship and not as tenants in common. of the second part. Witnesseth, Thaf the said part 105 of the first part, in consideration of the sum of Three Thousand and no/100--------- DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha vesold and by these presents do grant, bargain, sell and Mortgage to the said part <u>198</u> of the second part their 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:" The South East Quarter of the South East Quarter of Section Ten (10) and the West Half of the South West Quarter of Section Eleven (11) all in Township Fifteen (15), Range Nineteen (19). with all the appurtenances, and all the estate, title and interest of the said part \_\_\_\_\_\_ tes \_\_\_\_\_ 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 seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except an \$8000.00 mortgage, dated February 16, 1954 in favor of The Douglas County Building and Loan Association, Lawrence, Kansas .... This grant is intended as a mortgage to secure the payment of \_\_\_\_Three Thousand and no/100------Dollars, according to the terms of one certain note this day executed and delivered by the parties of the first to the said said part 1es of the second part and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, 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 part <u>105</u> of the second part <u>their</u> 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 sale to retain the amount then due for principal and interest, together with the costs and charges of mixing such sale, and the overplus; if any there be, shall be paid there is a such sale of the second s by the part 188 making such sale, on demand, to said \_\_\_\_\_ Parties of the first part, their heirs and assigns In Witness Whereof, The said part 105 of the first part ha ve hereunto set their "hand s and seal s the day and year first above written. lonale J. Aibney (SEAL) Signed, Sealed and delivered in presence of anna Mal Hidner (SEAL) (SEAL) STATE OF KANSAS, (SEAL) •) Douglas County 1 Be It Remembered, That on this 16th day of February A. D. 19.54 before me, the undersigned ...., a Notary Public in and for said County and State, came .Donald R. Hibner and his wife Anna Hae Hibner to me personally known to be the same person S who executed the foregoing instrument of writing, 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. ion Expires January 13th 1955 John C Emt c Notary Public My Com Recorded April 30, 1954 at 1:20 P.M. Plase It arold a. Beck in described having been paid in full this mortan A.L. 1756

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