

52963 BOOK 106

**This Indenture,** Made this 30th day of July  
A. D. 1954, between Pearl D. Hildebrand, an unmarried woman

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and The Douglas County Building and Loan Association of the second part.

Witnesseth, That the said part y of the first part, in consideration of the sum of  
Seventy Five Hundred and no/100----- DOLLARS  
to her duly paid, the receipt of which is hereby acknowledged, ha<sup>s</sup> sold and by these presents do  
grant, bargain, sell and Mortgage to the said party of the second part, its 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 No. Eight (8) in Southwest Addition No. Three (3), an Addition  
near the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein.  
And the said party of the first part  
do <sup>es</sup> hereby covenant and agree that at the delivery hereof she is 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

This grant is intended as a mortgage to secure the payment of Seventy Five Hundred and no/100  
----- Dollars, according to the terms of one certain note this day executed and delivered by the said  
part y of the first part to the said part y of the second part

and this conveyance shall be void if such payments be made as herein spec-  
ified. 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 party of the second  
part, its successors 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 making  
such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said  
party of the first part, her heirs and assigns.

In Witness Whereof, The said part y of the first part ha<sup>s</sup> hereunto set her  
hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Pearl D. Hildebrand (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS  
Douglas County, } ss.

Be It Remembered, That on this 30th day of July A. D. 19 54

before me, the undersigned, a Notary Public in and  
for said County and State, came Pearl D. Hildebrand, an unmarried  
WOMAN

to me personally known to be the same person 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.

December 31 19 56

Pearl Emick Notary Public



Recorded July 25 at 11:15 A.M.

RECEIVED

The note herein described having been paid in full, the same are hereby cancelled, and the same are hereby  
thereby created discharged. As witness my hand and seal this 25th day of July, 1954.

(Pearl Seal)

The Building and Loan Association of Douglas County, Kansas, a corporation  
organized under the laws of the State of Kansas, and having its principal office in the City of Lawrence, Kansas.

Hand  
noted  
by  
Pearl D. Hildebrand  
and  
Pearl Emick