

54990 Book 108

# This Indenture,

Made this

9th

day of February

A. D. 19 55, between Donald R. Hibner and his wife, Anna Mae Hibner and Farrell L. Hibner and his wife, Darlene P. Hibner

of \_\_\_\_\_, 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 1st of the first part, in consideration of the sum of Fifty Five Hundred and no/100----- 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, 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. One (1) in Southwest Addition No. Three (3), an Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 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 Fifty Five Hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said part 1st of the first part to the said part 2nd 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 be 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 parties of the first part, their heirs and assigns.

In Witness Whereof, The said part 1st of the first part have hereunto set their hand and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Farrell L. Hibner  
Darlene P. Hibner

Donald R. Hibner (SEAL)

Anna Mae Hibner (SEAL)

(SEAL)

STATE OF KANSAS

Douglas County, ss.

(SEAL)

Be It Remembered, That on this 11th day of February A. D. 19 55

before me, the undersigned, a Notary Public in and

for said County and State, came Donald R. Hibner and his wife, Anna Mae Hibner and Farrell L. Hibner and his wife, Darlene P. Hibner

to me personally known to be the same person as 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.

My Commission Expires

Dec 31 1956

Reuben E. Emick Notary Public