

54994 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
Six Thousand 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. Four (4) 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 Six Thousand 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 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
parties of the first part, their heirs and assigns.

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

Signed, Sealed and delivered in presence of

Harrell L. Hibner
Darlene P. Hibner

Donald R. Hibner (SEAL)
Anna Mae Hibner (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS

Douglas County, ss.

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 persons 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

Pearl Enick Notary Public

The notary herein described is
fully qualified, and the law of this
State is the day of March 1956
(signature)

Donald R. Hibner
Anna Mae Hibner
Farrell L. Hibner
Darlene P. Hibner