

55186 BOOK 108

**This Indenture,**

Made this 24th 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. Five (5) 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 owner s 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 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 surplus, 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 ha ve hereunto set their  
hand s and seal s the day and year first above written.

Signed, Sealed and delivered in presence of

Donald R. Hibner (SEAL)  
Anna Mae Hibner (SEAL)  
Farrell L. Hibner (SEAL)  
Darlene P. Hibner (SEAL)

STATE OF KANSAS }  
County, Douglas ss.

Be It Remembered, That on this 28th 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 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.

My Commission expires Dec 31 1956 Pearl Emick Notary Public