

MORTGAGE

55249 Book 108

This Indenture, made this 24th day of February A.D. 1955, between Donald R. Hibner and his wife, Anna Mae Hibner and Farrell L. Hibner and his wife, Darlene P. Hibner, 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 parties 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:

The Northwest Quarter of Section Seventeen (17), the Southwest Quarter of Section Eight (8), less one acre more or less for school lot, described as follows: Beginning 5.56 chains South of the Northwest corner of said Quarter Section, thence South 2.36 chains, thence North 66 degrees 12 minutes East 1.78 chains, thence West 73 degrees, East 3.30 chains, thence North 2.62 chains, thence West 4.79 chains to the place of beginning, also a part of the Southwest 40 acres of the Northwest Quarter of Section Eight (8), commencing 40 rods West of the Northeast corner, thence West 20 rods, thence South 80 rods, thence East 20 rods, thence North 80 rods to the place of beginning, containing 10 acres, more or less, less the North 6 1/4 acres thereof deeded to Orville E. Thurber; also beginning at the Southeast corner of the Northwest Quarter of Section 8, thence North with the East line of said Quarter Section 8, to the center of the public road, about 26 rods, thence West with said road, 36 rods, thence South about 26 rods to the South line of said Quarter Section 8, thence East with said line 36 rods to the place of beginning, containing 6 acres, more or less; also the South 28 rods of the following described real estate: A part of the Southwest fractional Quarter of the Northwest Quarter of Section 8, commencing 60 rods West of the Northeast corner of said Southwest fractional Quarter of the Northwest Quarter of Section 8, thence running West 20 rods, thence South 80 rods, thence East 20 rods, thence North 80 rods to the place of beginning, all of the above described land being in Township Fourteen (14), Range Eighteen (18).

with all the appurtenances, and all the estate, title and interest of the said parties 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 parties of the first part to the said party 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 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.