

53707 Book 110

This Indenture, Made this 2nd day of July
A. D. 19 55, between Farrell L. Hibner and his wife, Darlene P. Hibner
and Donald R. Hibner and his wife, Anna Mae 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
Eighty 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 Block No. One (1) in Southwest Addition No. Six (6)
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 Eighty 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 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
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
Farrell L. Hibner (SEAL)
Darlene P. Hibner (SEAL)
Donald R. Hibner (SEAL)
Anna Mae Hibner (SEAL)

STATE OF KANSAS
Douglas County, } ss.

Be It Remembered, That on this 7th day of July A. D. 19 55

before me, the undersigned _____, a Notary Public in and
for said County and State, came Farrell L. Hibner and his wife
Darlene P. Hibner and Donald R. Hibner and his wife, Anna Mae 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