

58714 Book 111

MORTGAGE (NO. 52A) Boyles Legal Blanks - CASH STATIONERY CO., Lawrence, Kansas

This Indenture, Made this 29th day of June
A. D. 1955, between Donald R. Hibner and Anna May Hibner, husband and wife,
and Farrell L. Hibner and Darlene P. Hibner, husband and wife
of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Robert P. Harrison and Pauline Gill Harrison, husband and
wife
of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of
Eight Thousand Four Hundred DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant,
bargain, sell and Mortgage to the said part ies of the second part their 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:
Lots Nos. 2, 3, 5, 6, 7, and 8 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 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 owner 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 Eight Thousand Four Hundred Dollars, according to the terms of a certain note this day executed and delivered by the
said parties of the first part to the
said part ies of the second part their heirs or assigns

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 part ies of the second part their executors, administrators 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 part ies making such sale, on demand, to said parties of the first part
their heirs and assigns

In Witness Whereof, The said part ies of the first part ha ve hereunto set their
hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

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

STATE OF KANSAS,
Douglas County, ss.



Be It Remembered, That on this 30th day of June A. D. 1955
before me, the undersigned, a Notary Public
in and for said County and State, came Donald R. Hibner & Anna May
Hibner, husband and wife & Farrell L. Hibner & 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 June 17, 1957

Norma W. McCarty Notary Public

Recorded January 2, 1956. RELEASE.

The note herein described having been paid in full, this mortgage is hereby released, and the lien
thereby created discharged. As Witness my hand this 27th day of July, 1957.

Attest: Max Stalcup
Ruth L. Stringham

Robert P. Harrison
Pauline Gill Harrison

See Partial Release See Book 114, Page 531
See Partial Release See Book 114, Page 575
See Partial Release See Book 114, Page 216
See partial release see book 113, page 598

3rd August 1957
David A. Beck
By Marie Wilson