

Receiving No. 24947

MORTGAGE RECORD 90

Reg. No. 4407

Fee paid \$5.00

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

Claude W. Hibbard & Faye Ganfield Hibbard, his wife
TO

This instrument was filed for record on the 13 day of October A.D. 1915, A.M. 10:25

William Ralph Taylor

By Harold A. Beck Register of Deeds.
Deputy.

THIS INDENTURE, Made this 12th day of October In the year of our Lord nineteen hundred forty five between Claude W. Hibbard and Faye Ganfield Hibbard, his wife

of Lawrence In the County of Douglas and State of Kansas
of the first part, and William Ralph Taylor of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two 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 part Y of the second part this 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 West Five Acres of the North Nine and One-half of the North
Twelve Acres of the West Twenty Acres of the South Half of the
South-west Quarter of Section Thirty-six, Township Twelve, South,
Range Nineteen East, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Claude W. Hibbard and Faye Ganfield Hibbard, his wife 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 ~~the sum of~~ Two 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 part Y 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 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 Y of the second part its 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 cost and charges of making such sale, and the overplus, if any there be, shall be paid by the part Y making such sale, on demand, to said parties of the first part, their heirs and assigns
Privilege given of paying any amount at any time

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in presence of Claude W. Hibbard (SEAL)
Faye Ganfield Hibbard (SEAL)

STATE OF KANSAS, } BE IT REMEMBERED, That on this 13 day of Oct
County of Douglas }
A.D. 1915 before me, County Clerk of Douglas County a Notary Public in and for said County and State, came Claude W. Hibbard and Faye Ganfield Hibbard.

OFF. SEAL to me personally known to be the same person 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 10 f. R. Gerhart, County Clerk Notary Public.

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 day of A.D. 19
Attest: