

63066 BOOK 115

**This Indenture,** Made this 1st day of JulyA. D. 19 57, between Marvin Lipp and his wife, Bernice Lippof Lawrence, 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 Six Thousand Nine Hundred Fifty 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. Ninety Four (94) and the South Half of Lot No. Ninety Five (95) in Fairfax, 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 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 Nine Hundred Fifty 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 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 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 has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Marvin Lipp (SEAL)  
Marvin Lipp

Bernice Lipp (SEAL)  
Bernice Lipp

Bernice Lipp (SEAL)  
Bernice Lipp

Bernice Lipp (SEAL)  
Bernice Lipp

STATE OF KANSAS

Douglas County, ss.

Be It Remembered, That on this 1st day of July A. D. 19 57

before me, the undersigned, a Notary Public in and

for said County and State, came Marvin Lipp and his wife,Bernice Lipp

to me personally known to be the same person as 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 May 19 60

Ruth M. Sawyer Notary Public  
Ruth M. Sawyer

Recorded July 1st, 1957 at 3:20 P.M.

RELEASE.

Harold A. Beck, Register of Deeds  
By: Marie Wilson Deputy

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 7th day of October 1959

THE ANCHOR SAVINGS AND LOAN ASSOCIATION  
formerly The Douglas County Building and Loan Association  
By John C. Emick Vice-President

(Corp. Seal)