

83550 BOOK 133

MORTGAGE-Standard Form

(No. 52 A)

F. J. Boyle, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 11th day of Marchin the year of our Lord nineteen hundred and sixty-three between
IVAN R. PIPPERT and CAROLYN R. PIPPERT, husband and wife,of Lawrence in the County of Douglas and State of Kansas
of the first part, and O. H. GARBER and FLORENCE GARBER, husband and wife,

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Five Thousand and no/100ths (\$5000.00) 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 parties 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:

Lot Number Fourteen (14) and the West 10 feet of
Lot Number Thirteen (13), in Fairfax, an Addition
to the City of Lawrence, in 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 Ivan R. Pippert and Carolyn R. Pippert 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 Five Thousand (\$5000.00) 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 parties of the second part, a true and correct copy being attached hereto and made a part hereof.

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 parties 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 there be any, shall be paid by the parties of the first part, parties of the first part, their heirs and assigns

In witness whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

Edu. T. BellingX Ivan R. Pippert (SEAL)
Ivan R. PippertX Carolyn R. Pippert (SEAL)
Carolyn R. Pippert

STATE OF KANSAS,

Douglas County, ss.Be it Remembered, That on this 11 day of March A. D. 19 63before me, the undersigned a Notary Publicin and for said County and State, came Ivan R. Pippert and CarolynR. Pippert, husband and wife

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 Oct. 27th 19 63Alice Patee
Alice Patee Notary Public

Recorded March 12, 1963 at 11:40 A.M.

Harold A. Beck Register of Deeds