

83550 BOOK 133

MORTGAGE—Standard Form

(No. 52 A)

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

This Indenture, Made this 11th day of March
in 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 part ies 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 part ies 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 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 have hereunto set their hands
and seals the day and year first above written.

Signed, sealed and delivered in presence of
Edw. T. Belling

X Ivan R. Pippert (SEAL)
Ivan H. Pippert
X Carolyn R. Pippert (SEAL)
Carolyn R. Pippert (SEAL)

STATE OF KANSAS,
Douglas County, ss.

Be it Remembered, That on this 11 day of March A. D. 19 63

before me, the undersigned a Notary Public
in and for said County and State, came Ivan R. Pippert and Carolyn

R. 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.



Alice Patee
Alice Patee Notary Public

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

Harold A. Beck Register of Deeds