31.10 A 44 a. n and the second No the Mary 11169 (No. 52A) F. J. Boyles, Publisher of Legal Blanks, Lawrence, K. BOOK 148 This Andenture, Made this lat day of November in the year of our Lord nineteen hundred and sixty-seven ⁱ between ALTON C. PIPPERT and GLADYS M. PIPPERT, husband and wife, and ROY A. TAYLOR and BONNIE M. TAYLOR, husband and wife, all of Lawrence in the County of Douglas , and State of Kansas of the first part, and OTTO H. GARBER and FLORENCE GARBER, husband and wife, _____ of the second part. Witnesseth, That the said part ______ of the first part, in consideration of the sum of to them duly paid, the receipt of which is hereby acknowledged, ha VO sold and by these presents do grant, bargain, sell and Morfgage 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; Lot Four (4), Spalding's Subdivision, an Addition to the City of Lawrence, Douglas County, Kansas, better known as 315 East 19th Street, Lawrence, Kansas. with all the appurtenances, and all the estate, title and interest of the said part 103 _____ 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 Three Thousand and no/100ths ****** Dollars, according to the terms of _____ one ____ ertain _____ this day executed and delivered by the mid Parties of the first part said part iss of the second part, their heirs and 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 **193** 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 **193** making such sale, on demand, to said **Parties of the first part**. their heirs and as In witness whereof, The said part ies of the first part have hersynto set their x alton C. Pripert Alton C. Pippert and Sand seals the day and year first above written. Signed, sealed and delivered in presence of adyp n Pippe of adys M. Pipper Roy A. Taylor (SEAL) STATE OF KANSAS Bonnie M. Taylor Douglas County,) Be it Remembered, That on this 18t day of November ... A. D. 1967. before me, the undersigned , a Notary Public. in and for said County and State, came Alton C. Pippert and Gladys M. Pippert, his wife, & Roy A. Taylor and Bonnie M. Taylor, s wife to me personally knows to be the same person® who executed the foregoing instrument of writing, and duly acknowledged the execution of the same. OTARY PUBLIC 4-30-71 Recorded November 7, 1967 at 2:51 P.M. Janue Beam Register of Deeds