

Reg. No. 3,403
Fee Paid \$8.75

MORTGAGE

(No. 52A)

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15129

BOOK 151

THIS INDENTURE Made this 29th day of October,
A. D. 19 68, between Ivan R. Pippert and Carolyn R. Pippert, husband and wife,

of Lawrence, in the County of Douglas and State of Kansas, parties
of the first part, and O. H. Garber and Florence Garber, husband and wife, as
joint tenants with right of survivorship and not as tenants in common,
parties of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of
Three Thousand Five Hundred (\$3,500.00) DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do
grant, bargain, sell and Mortgage 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 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 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 Five Hundred (\$3500.00)
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

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 ies 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 ies, making
such sale, on demand to said parties of the first part,

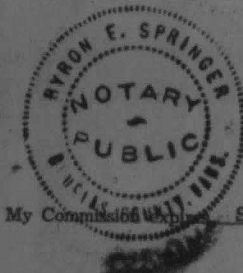
their heirs and assigns

In Witness Whereof, The said part ies of the first part ha ve hereunto set their
hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

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

STATE OF KANSAS,
DOUGLAS County ss:



BE IT REMEMBERED, That on this 29th day of October, A. D. 19 68
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.

My Comm. expires September 1, 19 70

Byron E. Springer Notary Public

Recorded October 31, 1968 at 12:29 P.M.

Janice Beem Register of Deeds