

This Indenture, Made this twenty ninth day of April in the year of our Lord one thousand eight hundred and ninety nine between J. C. Pippert and his wife Mary Pippert of Kansas in the County of Douglas and State of Kansas of the first part, and Daniel Walter and Nina Walter of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twelve hundred and fifty 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: The South East quarter of Section thirty two (32) in Township fourteen (14) of Range nineteen (19) East of the Sixth Principal Meridian Kansas

with all the appurtenances, and all the estate, title and interest of the said parties 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 owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances and that they will warrant and defend the title to the same against all legal claims of whatever nature or kind shewer.

This grant is intended as a Mortgage to secure the payment of the sum of Twelve hundred and fifty dollars according to the terms of One certain Note this day executed and delivered by the said J. C. Pippert and Mary Pippert to the said parties of the second part: with interest at the rate of seven percent per annum payable semi annually on the first day of May and the first day of November in each year principal to be paid on the first day of May 1901. and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, 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, appraisement hereby waived or not at the option of the part of the second part executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the parties making such sale on demand to the said J. C. Pippert and Mary Pippert or heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of:

Witness to mark
James Brooks
H. W. Carmean

J. C. Pippert (SEAL.)
Mary Pippert (SEAL.)
mark (SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 29 day of April, A. D. 1896, before me, James Brooks, a Notary Public in and for said County and State, came J. C. Pippert and his wife Mary Pippert to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires November 11 1897
Recorded May 1 A. D. 1896 at 7 o'clock 1 M.

James Brooks

Notary Public.

James Brooks
Register of Deeds.

For affidavit of Release see Book 108 Page 65.

The following is Enclosed on the original instrument.
The note herein described having been paid in full. This Mortgage is hereby Released and the lien hereby created is discharged.
As Witness my hand this 20th Feb. A.D. 1905.

Recorded Feb 20th 1905

A. W. Armstrong
Register of Deeds.