

33476 BOOK 92

MORTGAGE—Standard Form.

(No. 52 A)

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

This Indenture,Made this 15th day of SeptemberA. D. 19 47, between Gerald E. Pipes and Enola McClure Pipes, husband and wife,of Lawrence, in the County of Douglas and State of Kansas
of the first part, and George R. Babb, a single man,

party of the second part.

Witnesseth, That the said part Y of the first part, in consideration of the sum of Fifteen Hundred and Seventy Five 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 part Y of the second part his 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 East 1/2 of Lot Nine (9), Block
Nine (9), in Lane's First Addition
to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Gerald E. Pipes and Enola McClure Pipes, parties of 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 No exceptions.

This grant is intended as a mortgage to secure the payment of Fifteen Hundred and Seventy Five Dollars, according to the terms of a certain promissory note this day executed and delivered by the said parties of the first part

to the said part Y of the second part, payable at the rate of \$25.00 per month until fully paid with interest at the rate of 5% per annum, payable semi-annually

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 Y of the second part, his 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 Y making such sale, on demand, to said parties of the first part

or their heirs and assigns

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

Signed, Sealed and delivered in presence of

Gerald E. Pipes (SEAL)
Enola McClure Pipes (SEAL)

STATE OF KANSAS

Douglas County,Be It Remembered, That on this 15th day of September A. D. 1947

before me, Leo L. Eller, a Notary Public
in and for said County and State, came Gerald E. Pipes and Enola
McClure Pipes, 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

August 1, 1949Leo L. Eller

Notary Public.