

The World Co., Lawrence, Kansas

FROM

Irwin H. Pipes

TO

Bernard B. Pipes

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 22 day of

July A.D. 1940, At 2:30 P. M.

Narold A. Beck
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 8th day of July in the year of our Lord nineteen hundred Forty (1940) between Irwin H. Pipes

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Bernard B. Pipes party of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of One Thousand (1000.00) DOLLARS to it duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and Mortgage to the said party 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:

Lots One (1) and Two (2) in the Southwest fractional quarter of Section 32,
Township 12, Range 21

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Irwin H. Pipes

does hereby covenant and agree that at the delivery hereof he is 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 the sum of One Thousand (\$1,000.00) Dollars, according to the terms of

one certain Promissory Note this day executed and delivered by the said Irwin H. Pipes

to the said party of the second part Bernard B. Pipes

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 party 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 cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said Irwin H. Pipes his heirs and assigns

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

Irwin H. Pipes (SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas County } ss.

BE IT REMEMBERED, That on this 22nd day of July

A.D. 1940 before me Helen M. Gardner a Notary Public in and for said County and State, came Irwin H. Pipes

(SEAL) to me personally known to be the same person 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 by official seal on the day and year last above written.

My Commission expires Aug. 23, 1941 Helen M. Gardner Notary Public.

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.

As Witness my hand, this 26th day of April A.D. 1940

Attest: Richard Van Los Bernard B. Pipes
Thelma ParkerThis release
was written
on the original
mortgage
entered
this 26th day
of April
1940Narold A. Beck
Reg. of Deeds
Deputy