

MORTGAGE RECORD 87

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 19 day of

October A.D., 19 42, At 10:45 A. M.

TO

Harold A. Beck
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 28th day of September in the year of our Lord nineteen hundred forty-two between

Leona R. Pippert and Elmer C. Pippert her husband

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Lydia Tidrow

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of

Twelve Hundred (\$1200.00) 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 party of the second part her 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 seventy Five (75) feet of Lots Numbered Thirty Three (33) and Thirty Four (34), in Block No. Sixteen (16) in Babcock's Enlarged Addition to the City of Lawrence, State of Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Leona R. Pippert and Elmer C. 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 ~~the sum of~~

Twelve Hundred Dollars, according to the terms of

one certain note this day executed and delivered by the said

Leona R. Pippert and Elmer C. Pippert

to the said party of the second part Lydia Tidrow

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 her 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 Leona R. Pippert and Elmer C. Pippert their heirs and assigns

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

Leona R. Pippert (SEAL)

Elmer C Pippert (SEAL)

STATE OF KANSAS,

~~County of~~ Douglas County } ss.

BE IT REMEMBERED, That on this 28th day of September

A.D. 19 42 before me Frank Fox a Notary Public in and for said County and State,

came Leona R. Pippert and Elmer C. Pippert her husband

to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

(SEAL) 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 July 7 19 44 Frank Fox 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 11th day of June A.D. 19 47

Attest:

Lydia Tidrow

This release was written on the original mortgage.

entered this 19 day of June 1947

Harold A. Beck
Reg. of Deeds
Deputy