

MORTGAGE

36890 BOOK 95

(No. 52 K)

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**This Indenture**, Made this 23rd day of November, in the year of our Lord one thousand nine hundred and forty-eight, between Harry C. Pippert, Dorothy J. Pippert, his wife; Elmer C. Pippert and Leona R. Pippert, his wife of Lawrence, in the County of Douglas and State of Kansas, part ies of the first part, and The Lawrence Building and Loan Association

part Y of the second part.

Witnesseth, that the said part

of the first part, in consideration of the sum of

One Thousand and no/100

DOLLARS

to them duly received, the receipt of which is hereby acknowledged, have sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part Y of the second part, the following described real estate situated and lying in the County of Douglas and State of Kansas, to-wit:

The East Forty (40) feet of Lot 73 on New Jersey Street,in the City of Lawrencewith the appurtenances and all the estate, title and interest of the said part ies of the first part therein.And the said part ies of the first part 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,

and that they will warrant and defend the same against all parties making lawful claim thereto. It is agreed between the parties hereto that the part ies of the first part shall as often as may be due of the sum thereon, pay all taxes or assessments that may be levied or assessed against real estate when the same becomes due and payable, and that they shall keep the buildings upon said real estate unrepaired and free from damage in such sum and by such insurance company as shall be specified and directed by the party Y of the second part, made payable to the party Y of the second part to the extent of 10% interest. And in the event that said part ies of the first part shall fail to pay such taxes when the same become due and payable or to keep and premises named as herein provided, then the party Y of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness secured by the indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of One Thousand and no/100

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 23rd day of November 1948, and by its terms made payable to the part Y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part Y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part ies of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not kept as when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then the conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for herein, and the sum or sums received by whom this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part Y of the second part to take possession of the said premises and all the improvements thereon in the manner prescribed by law and have the same appraised to collect the taxes and benefits accruing therefrom, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale, to retain the amount then unpaid, principal and interest, together with the costs and charges incident thereto, and the overplus, if any, there be, shall be paid by the part Y to the holder hereof, on demand, to the first part ies.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

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

Harry C. Pippert (SEAL)  
Dorothy J. Pippert (SEAL)  
Elmer C. Pippert (SEAL)  
Leona R. Pippert (SEAL)

STATE OF Kansas  
 COUNTY OF Douglas



Be It Remembered, That on this 24th day of November A.D. 1948  
 before me, a notary public in the aforesaid County and State,  
 came Harry C. Pippert, Dorothy J. Pippert, his wife,  
Elmer C. Pippert and Leona R. Pippert, his wife

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 subscribed my name, and affixed my official seal on the  
 day and year last above written.

My Commission Expires April 21, 1948

L. E. Tracy  
 Notary Public

Wardell Beck  
 Register of Deeds  
7th day of April 1948  
39-66  
Wardell Beck  
 Register of Deeds

Received Nov. 24, 1948 at 2:00 P.M.

By the undersigned, a notary public in the state of Kansas, and not less than 18 years of age, and having knowledge of the contents of this instrument, do hereby certify that the same was presented to me for my signature and affixing of my official seal, and I did so do, on the 24th day of November, 1948, at the city of Lawrence, Kansas, and that the same is a true copy of the original instrument.