

41136 BOOK 98

MORTGAGE-Standard Form (No. 52 A) F. J. Beyer, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 17th day of July

A. D., 1950, between Dorothy J. Pippert and Harry C. Pippert, her husband

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Paul B. Spencer

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Five Thousand (\$5000.00) ----- 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, 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 Maple Lawn,
an 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 parties 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.

This grant is intended as a mortgage to secure the payment of Five Thousand (\$5000.00) ----- Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party of the second part.

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 or 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 party making such sale, on demand, to said parties of the first part heirs and assigns

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

Signed, Sealed and delivered in presence of

Dorothy J. Pippert (SEAL)
Harry C. Pippert (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,
Douglas County, } ss.

Be It Remembered, That on this 17th day of July A. D. 1950 before me, the undersigned a Notary Public in and for said County and State, came Dorothy J. Pippert and Harry C. Pippert, her husband

to the personally known to be the same person as 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 July 7 1952 Frank Fox Notary Public

Recorded July 17, 1950 at 3:20 P. M.

Harold A. Beck Register of Deeds

This relates to the original mortgage of Dorothy J. Pippert and Harry C. Pippert of Douglas County, Kansas dated July 17, 1950 and recorded on July 17, 1950 at 3:20 P. M.

See Commissioned Notary Public in Lawrence, Kansas, with Book Page 308.
 Commission expires July 7, 1952.
 This relates to the original mortgage of Dorothy J. Pippert and Harry C. Pippert of Douglas County, Kansas dated July 17, 1950 and recorded on July 17, 1950 at 3:20 P. M.