

87291 BOOK 136

9-10 (4-62-Revised 6-61)-1000

## KANSAS RESIDENCE MORTGAGE

THIS MORTGAGE, Made the third day of March A. D. 1964 between

Robert L. Sutherland and Krista Belle Sutherland, individually and as husband and wife, of Douglas County, Kansas,

hereinafter (whether one or more in number) called Mortgagors, and  
The Northwestern Mutual Life Insurance Company, a Wisconsin corporation,  
having its principal place of business and post office address at  
Milwaukee, Wisconsin  
hereinafter called Mortgagee:

**WITNESSETH**, That Mortgagors, in consideration of the sum of  
Twelve thousand three hundred dollars -----  
to them in hand paid by Mortgagee, the receipt whereof is hereby acknowledged, do by these presents mort-  
gage and warrant unto Mortgagee the following described Real Estate in the

County of Douglas ----- and State of Kansas, to-wit:

Lot 7, in Block 4, in Meadow Acres, an Addition to the City of Lawrence, in  
Douglas County, Kansas, as shown by the recorded plat thereof, subject to  
reservations, restrictions, covenants and easements of record, if any.

The proceeds of the loan hereby secured are being applied on the purchase  
price of the premises above described.

The mortgagors further agree that they will not make any voluntary inter vivos  
transfer of the premises or any part thereof without first obtaining the written  
consent of the mortgagee. Any such transfer, if the mortgagee shall not so  
consent, shall constitute a default under the terms of this instrument and the  
mortgagors shall pay to the mortgagee, in addition to the whole indebtedness  
secured (as herein provided in event of default), a prepayment fee, to the extent  
that such shall be lawful, of a sum equal to six months' interest on the then  
unpaid principal amount of the loan. If the mortgagee shall so consent, it shall  
consent also to substitution of mortgagors' transferee as obligor under this  
mortgage and the aforesaid note.

Together with all buildings and improvements now or hereafter erected thereon and the rents, issues  
and profits thereof, and all screens, awnings, shades, storm sash and blinds, and heating, lighting, plumbing,  
gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of  
which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the  
hereditaments and appurtenances pertaining to the property above described, all of which is referred to  
hereinafter as the "premises."

**TO HAVE AND TO HOLD** the same unto Mortgagee forever.

**CONDITIONED, HOWEVER**, That if -----

Mortgagors

shall pay or cause to be paid to Mortgagee, at its office in the City of Milwaukee, Wisconsin  
----- or at such place which may hereafter be designated by -----  
Mortgagee, its or his heirs, executors, administrators, successors or assigns, the principal sum of  
Twelve thousand three hundred dollars -----  
with interest, as provided in accordance with the terms and provisions of a promissory note of even date  
herewith executed by them and payable to the order of Mortgagee, to which note reference is hereby made,  
the final payment of which, if not sooner paid, is due and payable not later than the first day  
of April, 1984, and shall likewise pay or cause to be paid such additional  
sums, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagors when evidenced by  
a promissory note or notes of Mortgagors, such additional note or notes to be identified by recital that it  
or they are secured by this mortgage, and such note or notes shall be included in the word "note" wherever  
it appears in the context of this mortgage, and shall also fully perform all the covenants, conditions and  
terms of this mortgage, then these presents shall be void, and Mortgagee shall issue a release of this mort-  
gage, which Mortgagors agree to record at their own expense, otherwise to remain in full force and effect.