

self her heirs and assigns in a certain deed dated this 7th day of April, 1906., and is to receive perpetually, ten per cent of the gross receipts therefrom. This grant is intended as a mortgage to secure the payment of the sum of Seven Thousand Dollars, according to the term of our certain promissory note this day executed and delivered by the said Charles E. Sutton and Elizabeth W. Sutton, his wife, to the said party of the second part, payable five years from date, at the office of The Theo. Peller Mercantile Company, in Lawrence, Kansas, with interest at five per cent per annum payable annually, the payee to have the option of paying the principal or any part thereof, at any interest paying period. 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 sales to retain the amount there due for principal and interest, together with the costs and charges of making such sale, and the surplus, if any thereof, shall be paid by the party making such sale, on demand, to said parties of the first part, 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.

Charles E. Sutton. (seal)

Elizabeth W. Sutton. (seal)

State of Kansas } ss: Be It Remembered, That on this
County of Douglas }
10th day of April, A. D. 1906. Before me, the undersigned,
a Notary Public in and for said County and State,