

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 25<sup>th</sup> day of September in the year of our Lord Nineteen  
hundred and nine, between George & Nellie A. Tuttle  
his wife, of the Township of Marion in the County of  
Douglas and State of Kansas, of the first part, and Eugene T. Gallagher

of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Fifteen Hundred 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 part of 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:

The West half (1/2) of the North-west quarter (1/4) of Section  
number Twenty-one (21) in Township number Thirteen (13) of  
Range number Nineteen (19) in said County and State

with all the appurtenances, and all the estate, title and interest of the said part of 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 owners of the premises, above granted, and seized of a good and indefeasible  
 estate of inheritance therein, free and clear of all incumbrances Save and except a mortgage for \$2000  
dated on or about 26th March 1909 and this mortgage is made subject  
thereto This Grant is intended as a Mortgage to secure the payment of the sum of

Fifteen Hundred 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 part of of the second part

Payable four years after date with interest thereon according to the  
terms of said note and coupons thereto attached

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, 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 part of 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 then due for principal and interest, together with the cost and charges of making such sales, and the  
 overplus, if any there be, shall be paid by the part of making such sale, on demand, to said Parties of the first part their  
 heirs and assigns.

IN WITNESS WHEREOF, The said part of 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

Jennie Watt

George A. Tuttle

[SEAL]

Nellie A. Tuttle

[SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 4<sup>th</sup> day of October A. D. 1909, before me,

Jennie Watt

George A. Tuttle and Nellie A. Tuttle, his wife,

to me personally known to be the same  
 person(s) 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 30<sup>th</sup> March 1912

Jennie Watt

Notary Public.

Filed for Record the 4<sup>th</sup> day of October A. D. 1909, at 3.00 o'clock P. M.

Floyd L. Lawrence

Register of Deeds.

Minnie A. F. Lawrence

Deputy.

(The following is endorsed on the original instrument)  
 The note herein described having been paid in full, this mortgage is hereby released and the  
 lien thereby created extinguished. All witness my hand and seal this 21<sup>st</sup> day of Oct. 1909

Eugene T. Gallagher

Recorded

Register of Deeds

Recorded Oct 16

Floyd L. Lawrence  
By Geo. L. Lawrence

Notary Public.