

Made this

hundred and nine - between Walter R. Sutherland and Mildred  
Sutherland husband and wife  
of Lawrence in the County of Douglas and State of Kansas, of the first part, and  
C. L. Tucker of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Ten hundred and 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:

The East 50 acres of the North 60 acres of the East 100  
acres of the S.W. quarter of Section 27-Township 12  
Range 19-East of the Sixth principal Meridian.

with the appurtenances and all the estate, title and interest of the said part of the first part therein. And the said Walter R. Sutherland & Mildred Sutherland do hereby covenant and agree that at the delivery hereof they cede 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, and that they will warrant and defend the same against all claims whatsoever. This Grant is intended as a MORTGAGE to secure the payment of the sum of Ten hundred & 700 Dollars according to the terms of one certain promissory note this day executed by the said Walter R. Sutherland and Mildred Sutherland to the said part of the second part. Said note being given for the sum of Ten hundred and 700 Dollars, dated Lawrence, Kans, Feb'y 1-1909 due and payable in five years from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgagor, in the sum of \_\_\_\_\_ DOLLARS, in some insurance company satisfactory to said mortgagor, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part of the first part, and the expense of such taxes and accruing penalties, interests and costs, and insurance, shall from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not at the option of the part of the second part; and it shall be lawful for the part 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, appraisement arising waived or not at the option of the part of the second part his executors, administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part of the second part on demand, to the said Parties of the first part their heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand and seal & the day and year last above written.

*Signed, Sealed and Delivered in Presence of*


Walter R. Sutherland. (SEAL)  
Mildred Sutherland. (SEAL)

State of South Dakota, Pennings County, ss.

BE IT REMEMBERED, That on this 4<sup>th</sup> day of February - A. D. 1907, before me  
Mary C. Keilly a Notary Public in and for said County and State came  
Mildred Sutherland wife of Walter R. Sutherland  
to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court, at the City of New York, this 11th day of May, 1906.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires June 21<sup>st</sup> 1980  Mary C. Reilly Notary Public

Filed for Record the 9<sup>th</sup> day of Feb., A. D. 1909, at 11<sup>50</sup> o'clock A. M.

By Day Register of Deeds.  
State of Kansas, Indian County, ss. Be It Remembered That on this 8 day of Feb. A.D. 1907 before me A. F. H. a Notary Public in and for said County and State came Walter R. Dethlefsen to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same in witnesses whereof I have hereunto subscribed my name and affixed my official seal on the day and year last above written. W. R. Dethlefsen Notary Public.  
 My Commission Expires April 10 - 1911