

MORTGAGE

67021

BOOK 119

This Indenture Made this 4th day of September in the year of our Lord nineteen hundred and fifty-eight by and between JOHN B. GAGE and MARJORIE H. GAGE, his wife,

of the County of Douglas and State of Kansas, parties of the first part, and THE CENTRAL MORTGAGE COMPANY, party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of TWENTY SEVEN THOUSAND AND NO/100 DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

The NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 13; all that part of the N $\frac{1}{2}$ of Section 14 lying South of a line described as follows: Beginning at an iron pin which is the SE corner of Section 11, Township 13, Range 20, thence in a Westerly direction 88 degrees 57 minutes West 831 feet to an angle point, thence in a Westerly direction 1097 feet to a point 26 feet South of the North line of Section 14, thence South 10 feet to a point 36 feet South of the North line of Section 14, which point is 1928 feet West and 36 feet South of the NE corner of Section 14, thence in a Westerly direction a distance of 737 feet to a point 40 feet South of the North line of Section 14 thence Westerly 40 feet South of said North line of Section 14 and parallel to said line a distance of 1300 feet, thence in a Westerly direction a distance of 1400 feet to a point 27 feet South of the NW corner of Section 14; the SE $\frac{1}{4}$, the North 20 acres of the E Fr $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 14, and 5 acres, more or less, described as: Commencing at the NE corner of the W Fr $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 14 and running thence West on the half section line to the center of ravine near the NW corner of said W Fr $\frac{1}{2}$ of said SW $\frac{1}{4}$, thence in a Southeasterly direction down the center of said ravine to the center of Wakarusa Creek, thence in a Northeasterly direction down the center of said creek to the East line of said W Fr $\frac{1}{2}$ of said quarter section, thence North to beginning, all in Township 13, Range 20 East of the Sixth Principal Meridian.

To Have and to Hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, that 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, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always, and these presents are upon the following agreements, covenants and conditions, to-wit:

FIRST. That the parties of the first part are justly indebted to the party of the second part in the sum of TWENTY SEVEN THOUSAND AND NO/100 DOLLARS, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable as follows:

September 1 19 59	\$ 500.00	September 1 19 64	\$ 500.00
September 1 19 60	\$ 500.00	September 1 19 65	\$ 500.00
September 1 19 61	\$ 500.00	September 1 19 66	\$ 500.00
September 1 19 62	\$ 500.00	September 1 19 67	\$ 500.00
September 1 19 63	\$ 500.00	September 1 19 68	\$ 22,500.00

to the order of the said party of the second part with interest thereon at the rate of five per cent per annum, payable semi-annually, on the first days of March and September in each year, according to the terms of said note; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at GUARANTY TRUST COMPANY, New York, N. Y., or at such other place as the legal holder of the principal note may in writing designate, and said note bearing ten per cent interest after maturity.

This document is Book 119-249023
of the Central Mortgage Co. Indenture