May

THIS INDENTURE, made this 17 day of by and between

, 1968,

## John B. Gage and Marjorie H. Gage, husband and wife

11137

of the County of Jackson and State of Kassos, parties of the first part, and the METROPOLITAN LIFE INSURANCE COMPANY, a corporation with its principal office at I Madison Avenue, New York, N. Y., party of the second part :

WITNESSETH, That the said parties of the first part, in consideration of the sum of

situated in the County of Douglas and State of Kansas, to wit

BOOK 151

The NM% of the NM% of Section 13; all that part of the N% 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 1077 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 and 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 SEA, all of the northeast 20 sizes of the southeest fractional quarter of Section 14; here specifically described as follows: commencing at the northeast corner of said southwest fractional quarter of said section, thence west 933.4 feet to a point on the east-west contor line of said section, thence West on the half section line to the wint of beginning and 5 Section 14 and running thence West on the half section line to the center of ravine near the NW corner of said work of the Bard Makarum Creek, thence in a Northeasterly direction to all a center of asid creek to the East line of said W Frå of said quarter section, thence North to beginning, all in Township 13, Range 20 East, of the Sixth Trincipal

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and the party of the first part hereby grants, sells, and conveys unto the party of the second part, or its assigns, all of the rents, issues, uses, and profits of said land and the crops raised thereon from now until the debt secured shall be paid in full.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereinto 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 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 they hereby covenant to 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

according to the terms of **one** certain Mortgage Note of even date herewith, executed by said parties of the first part, and payable to the order of the said party of the second part with interest thereon as therein provided

annually, on the 1st day's of March and September payable

in each year, the final instalment due 9-1-88 in each year, the final instalment due 9-1-88 , 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, with exchange on the City of New York, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, at the office of Metropolitan Life Insurance Company, 1 Madison Avenue, New York, N. Y., or at such other place as the legal holder of the principal Note may in writing designate, with 8 percent interest after maturity.

Second—That the parties of the first part agree to keep all buildings and improvements on the said premises in as good repair as they are at the date hereof; to germit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured for their insurable value in insurance companies acceptable to the party of the second part, with policies payable to it in case of loss to the amount then secured by this Mortgage; to assign and deliver to it, with satisfactory mortgagee clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second, part, the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

Third—That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien, or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the herein-described real estate, and be secured by this Mortgage, and may be recovered, with interest at 8 percent, in any suit for the fore-closure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.