

Reg. No. 6,048
Fee Paid \$37.50

BOOK 162

26590

FORM NO. 1116 CLASS F

Dempsey Stationery Co. 228 Walnut Kansas City, Mo.

Kansas Mortgage

This Mortgage, Made this 31st day of August in the
year of Our Lord One Thousand Nine Hundred Seventy-One by and between JOHN C. GAGE
and ELEANOR P. GAGE, husband and wife,
of the County
of Johnson and State of Kansas parties of the first part, and

CLAUDE F. PACK party of the second part,
WITNESSETH: THAT SAID PART OF THE FIRST PART, for and in consideration of
the sum of FIFTEEN THOUSAND AND NO/100 (\$15,000.00) ----- DOLLARS,
to them in hand paid by the said party of the second part, the receipt whereof is hereby
acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant,
bargain, sell and convey unto the said party of the second part, and to his heirs and
assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the
County of Douglas and State of Kansas, to-wit:

(SEE ATTACHMENT "A" hereto which is made a part hereof)

TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances thereto belonging, unto
the said party of the second part, and to his heirs and assigns forever, provided always, and this instrument is made,
executed and delivered upon the following conditions, to-wit:

WHEREAS, JOHN C. GAGE and ELEANOR P. GAGE
the said parties of the first part have this day made, executed and delivered to the said party of the second
part their Promissory Note of even date herewith, by which they promise to pay to the said second party
or order, for value
received FIFTEEN THOUSAND AND NO/100 (\$15,000.00) ----- DOLLARS,
due August 31 1976 with interest from date to maturity at the rate of Seven (7)
per cent per annum payable semi-annually, as evidenced by copy of Note attached hereto and made
a part of said Mortgage instrument as ATTACHMENT "B".
for the sum of \$ ----- each, falling due on the ----- days of ----- and ----- in each year, both
principal and interest notes are payable at The Home State Bank of Kansas City, Kansas
and bear interest from maturity until paid at the rate of Seven per cent per annum, payable semi-annually.

NOW, If the said JOHN C. GAGE AND ELEANOR P. GAGE
shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according
to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money or either of
them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole
of said sum and interest shall, at the option of said party of the second part or assigns, by virtue of this Mortgage,
immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said
land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and
payable, then in like manner the said note, and the whole of said sum shall immediately become due and payable; and upon
forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the party of the second part,
his heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said note
and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by
law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said
premises of said parties of the first part, their heirs and assigns, and all persons claiming under them, at which
sale, appraisement of said property is hereby waived by said parties of the first part, and all benefits of the Homestead,
Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part. And the said
parties of the first part shall and will at their own expense from the date of the execution of this Mortgage until said
note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the building erected and
to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas,
to the amount of ----- none ----- Dollars, for the benefit of the said party of the second part or his assigns; and in default thereof said party of the second part may at his option effect such insurance
in ----- one name -----; and the premium or premiums, costs, charges and expenses for effecting the same shall be an
additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of
which runs with Seven per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said parties of the first part do hereby covenant and agree that at the delivery hereof said
JOHN C. GAGE and ELEANOR P. GAGE the lawful owner of the premises above
granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance and that they
will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part his
heirs and assigns forever, against the lawful claim of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and
year first above written.

Executed and delivered in presence of

John C. Gage
Eleanor P. Gage