

MORTGAGE RECORD 75

93

SAME, DODSWORTH STATIONERY CO. KANSAS CITY, MO. 64114

From
Ida Lutz
To
Lewis L. Phillips

RELEASE.

State of Kansas Douglas Co. ss
Filed for record Sept. 28, 1927
At 1:45 P.M.

John E. Wellman
Register of Deeds

Know All Men by These Presents, That in consideration of full payment of the debt secured by a mortgage by Lewis L. Phillips and Cora V. Phillips his wife to Wm. T. Sinclair dated the Nineteenth day of March A.D. 1909 which is recorded in Book 45 of Mortgage, page 240 of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 27th day of September A.D. 1927

State of Kansas ()
Shawnee County () SS

Ida Lutz
Formerly Ida Buchheim
Ass. Agent

Be It remembered, That on this 27th day of September A.D. 1927 before me the undersigned a Notary Public in and for said County and State aforesaid came Ida Lutz formerly Ida Buchheim who is personally known to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

LS
My commission expires Jan. 15, 1930.

W.R. Barrett.
Notary Public

From
John B. Gage et al
To
Northwestern Mutual Life Ins.

MORTGAGE.

State of Kansas, Douglas Co. ss
Filed for record Sept 28, 1927.
At 3:20 P.M.

John E. Wellman
Register of Deeds

Reg. No 2826
Pd on former
Mtg.

This Indenture, Made the third day of September A.D. 1927 between John B. Gage and Marjorie H. Gage his wife, of the City of Kansas City, County of Jackson and State of Missouri, parties of the first part and The Northwestern Mutual Life Insurance Company, a corporation organized and existing under the laws of Wisconsin and having its principal place of business at Milwaukee Wisconsin party of the second part.

Witnesseth, That the said parties of the first part in consideration of Twenty Five thousand 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 and its successors and assigns forever, the following described real estate situated in the County of Douglas and State of Kansas, to-wit:

The south half of the southeast quarter, the south half of the southwest quarter, and the west nine and fifty four one hundredths acres of the north half of the south west quarter of section eleven, township thirteen south, range twenty east. The northwest quarter of the northwest quarter of section thirteen, in township thirteen south, of range twenty east. Also the north half of the northeast quarter the south half of the northeast quarter, the northwest quarter, the north half of the southeast quarter, the north twenty acres of the east fractional half of the southwest quarter of section fourteen, township thirteen south, of range twenty east. Also five acres of land in the west fractional half of the southwest quarter of said section fourteen, described as follows; Commencing at the northeast corner of the west fractional half of the southwest quarter of section fourteen and running thence west on the half section line to the center of the ravine near the northwest corner of said west fractional half of said southwest quarter thence in a southeasterly direction down the center of said ravine to the center of the Wakarusa Creek; thence in a northeasterly direction down the center of said creek to the east line of said west fractional half of said quarter section; thence north to place of beginning. The above described tracts contain in the aggregate six hundred thirty four acres more or less, subject to public easement for highways as now located. This mortgage is given to correct a former mortgage between the same parties, dated August 9, 1927, and recorded in said Douglas County, in volume 75 of mortgages on pages 102 and 103 in which the premises were described as located in township thirteen north instead of township thirteen south; and secures the same indebtedness mentioned in said former mortgage.

Together with the privileges and appurtenances to the same belonging, and all of the rents, issues and profits which may arise or be had therefrom.

To Have and To Hold the same to the said party of the second part, its successors and assigns, forever.

And the said parties of the first part hereby covenant that they have good right to sell and convey said premises and that they are free from incumbrance, and hereby warrant the title thereto against all persons whomsoever,

Conditioned, however, That if John B. Gage, one of said parties of the first part his heirs, executors, administrators or assigns, shall pay or cause to be paid to the said party of the second part, its successors or assigns, at the office of said party of the second part in the City of Milwaukee, Wisconsin, the sum of Twenty five Thousand Dollars with interest according to the terms of a promissory note dated August 9, 1927 executed by John B. Gage one of said parties of the first part to the said party of the second part, and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof, or upon the interest of the mortgage, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage and procure and deliver to said party of the second part, its successors or assigns, at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and so long as any part of the debt hereby secured remains unpaid, shall keep the buildings upon said premises insured against loss or damage by fire in some reliable insurance company or companies to be approved by the said party of the second part its successors