

## DOUGLAS COUNTY

under any oil, gas or mineral lease seriously depreciate the value of said land for general farming purposes, the note secured by this mortgage shall immediately become due and collectible, at the option of the holder of this mortgage without notice.

EIGHTH. That if such payments be made as are herein specified, this conveyance shall be void; but if the note herein described, or any part of the indebtedness secured by this Mortgage or any interest thereon, be not paid when due, or if default be made in any covenant or agreement herein contained, then this conveyance shall become absolute and the whole of said principal note shall immediately become due and payable at the option of the part of the second part, and no failure of the party of the second part to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to any past, present or future default hereunder; and in case of default of payment of any sum herein covenanted to be paid when due, the said first parties agree to pay to the said second part, interest at the rate of ten per cent per annum, computed annually on said principal note, from the date of default to the time when said principal and interest shall be fully paid.

NINTH. The terms, conditions and provisions hereof, whether as expressed or not, shall apply to and bind the respective parties hereto, their heirs, executors, administrators, successors, and assigns, and words used in the singular number shall include the plural and words in the plural shall include the singular.

IN WITNESS WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year above mentioned.

John B. Gage  
Marjorie H. Gage

State of Missouri )  
Jackson County ) ss.

BE IT REMEMBERED, That on this 22nd day of July, A.D. 1937 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John B. Gage and Marjorie H. Gage, his wife, to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

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

Dorothy Ryno

Notary Public, Jackson County, Missouri  
Commission expires--September 10, 1940

(Seal)

Recorded August 11, 1937 at 4:40 P.M.

*Harold A. Beck* Register of Deeds.

Reg. No. 1197 Receiving Number 4747.  
Fee Paid. \$1.50

## MORTGAGE

THIS INDENTURE, Made this 19th day of July, in the year of our Lord nineteen hundred and thirty-seven, by and between John B. Gage and Marjorie H. Gage, his wife, of the County of Jackson and the State of Missouri, parties of the first part, and THE CENTRAL TRUST CO., party of the second part:

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

The North Half of the Southeast Quarter and the South Half of the Southeast Quarter of Section Eleven (11); the North Half of the Northeast Quarter of Section Fourteen (14), and the Northwest Quarter of the Northwest Quarter of Section Thirteen (13); the West Nine and Fifty-four hundredths (.54) acres of the North Half of the Southwest Quarter of Section Eleven (11); the South Half of the Southwest Quarter of Section Eleven (11); the South Half of the Northeast Quarter and the Northwest Quarter and the North Half of the Southeast Quarter of Section Fourteen (14); the North twenty (20) acres of the East fractional half of the Southwest Quarter of the Section Fourteen (14); and five (5) acres, more or less, described as commencing at the Northeast corner of the West fractional half of the Southwest Quarter of Section Fourteen (14) and running thence West on the Half Section line to the center of 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 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, all in Township thirteen (13), Range twenty (20), East of the Sixth Principal Meridian, and containing seven hundred thirteen (713) acres, more or less.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever, free and clear of all incumbrance except a certain mortgage of even date herewith for \$25,000.00 due August 1, 1947.

Provided always, And these presents are upon this express condition, that whereas said parties of the first part have this day executed and delivered their certain promissory note in writing to said party of the second part for the sum of \$350.00 payable in two installments as follows: \$325.00 Due August 1, 1938, and \$325.00 Due August 1, 1939, with interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of THE CENTRAL TRUST CO., Topeka, Kansas, and it is distinctly understood and agreed that the note secured by this mortgage is given for and in consideration of the services of THE CENTRAL TRUST CO. in securing a loan for said parties of the first part, which loan is secured by the mortgage hereinbefore referred to and excepted, and the said note does not represent any portion of the interest on said loan and is to be paid in full, regardless of whether said loan is paid wholly or partly before its maturity.

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above-described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, or interest or principal of any mortgage, is not paid when the same is due, or if the taxes and assessments of every nature and kind are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, shall, by these presents, become due and payable at the option of said party of the second part

The original  
on this original  
Notarized  
on 8/24/37  
at Jackson Co.  
Missouri  
by Dorothy Ryno  
Notary Public

Received by this party of the first part on the day of July 1937  
and the same is hereby acknowledged by the parties of the first part  
This Contract, Trust Company  
by Decision Tree  
Jackson Co. Mo.  
(Copy Sent)