

DOUGLAS COUNTY

FIRST. That the mortgagor is justly indebted to the mortgagee in the sum of NINE THOUSAND SIX HUNDRED DOLLARS, according to the terms of a certain mortgage note dated 19th day of February 1944, due as follows: \$300.00 March 1st, 1945, and \$300.00 March 1st in each year thereafter up to and including March 1st, 1953, and \$6,900.00 March 1st, 1954, with interest from March 1st, 1944, at the rate of Four per cent per annum, payable semi-annually on March 1st and September 1st in each year, executed by mortgagor in consideration of the actual loan of said sum, and payable to the order of the mortgagee, with interest thereon payable as stipulated in said note, both principal and interest and all other indebtedness accruing under said note being payable in lawful money of the United States of America at the principal office of the KANSAS CITY LIFE INSURANCE COMPANY, in Kansas City, Missouri, and said note providing that if default be made in the payment of any interest due, the principal and accrued interest unpaid may be declared due, and the legal holder at once proceed to collect the same, and the principal and interest not paid when due shall bear interest thereafter at the rate of ten per cent per annum.

SECOND. That the mortgagor agrees to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof, to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured against loss by FIRE in the amount of \$ insurable value and against loss by TORNADO in the amount of \$ insurable value, in insurance companies acceptable to the mortgagee, with policies payable to it in case of loss; to assign and deliver to mortgagee, with satisfactory mortgage 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 mortgagee may collect the insurance moneys or may deliver the policies to the mortgagor for collection. At the election of said mortgagee, the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

THIRD. That the mortgagee 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 above described real estate, and be secured by this Mortgage, and may be recovered, with interest at ten per cent, in any suit for the foreclosure 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.

FOURTH. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the mortgagee as additional and collateral security for the payment of all the indebtedness secured hereby, and the said mortgagee is entitled to the possession of said property, by a receiver or otherwise, as mortgagee may elect.

FIFTH. That the mortgagor hereby agrees to pay all taxes and assessments, general or special, which may be assessed in the State of Kansas upon the said premises or upon the interest of the mortgagee therein, and if at any time any law, either state or federal, should be passed making any change in the tax laws now existing by which any additional or increased tax is sought to be imposed directly or indirectly upon the holder of this mortgage, the debt hereby secured, shall, at the option of the mortgagee, become immediately due and collectible, notwithstanding anything contained in this mortgage or any law hereafter enacted. The mortgagor further agrees not to permit any of the taxes or assessments to become or remain delinquent, nor to permit the said property or any part thereof or any interest therein to be sold for taxes.

SIXTH. It is further agreed that all the covenants and agreements of the mortgagor herein contained shall extend to bind the mortgagor's heirs, executors, administrators, successors and assigns and shall inure to the benefit of the mortgagee, its successors and assigns.

SEVENTH. 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 become immediately due and payable at the option of the mortgagee; and no failure of the mortgagee to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver or 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 sums herein covenanted to be paid, the said mortgagor agrees to pay to the said mortgagee interest at the rate of ten per cent per annum, computed annually on said sums, from the date of default to the time when said sums shall be fully paid.

EIGHT. This mortgage and the note secured thereby are to be governed by and construed under the laws of the State of Kansas.

IN WITNESS WHEREOF, The said mortgagor has hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

DAVE G. RUF
ROSE RUF

STATE OF MISSOURI, JACKSON COUNTY, ss.

BE IT REMEMBERED, That on this 24th day of February, A.D., 1944, before me the undersigned, a Notary Public in and for the County and State aforesaid, came DAVE G. RUF and ROSE RUF 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 above written.

(SEAL) Commission expires May 27, 1947

M. Culbertson, Notary Public

Recorded March 18, 1944 at 8:35 A.M.

Harold G. Beck

Register of Deeds

This release was written on the original mortgage

entered this 29 day of March 1944

Harold G. Beck
Reg. of Deeds

Kansas City Life Insurance Company
By J. Bales Vice President

The Kansas City Life Insurance Company, a corporation organized and existing under the laws of Missouri, being the legal owner and holder, hereby acknowledged full payment of the note executed by Dave G. Ruf and Rose Ruf, his wife, of the County of Jackson, State of Missouri, and mentioned in the within mortgage.

And said Company hereby cancels and releases said mortgage and authorizes the Register of Deeds of Douglas County Kansas, to enter this release upon the margin of its record.

Dated and signed at Kansas City, Missouri, this 7th day of March, A.D. 1946.

ATTEST: Dan R. Cox Asst. Secretary
(CORP. SEAL)

KANSAS CITY LIFE INSURANCE COMPANY
By Walter J. Bales Vice President