

31936 BOOK 89  
**MORTGAGE**

This Indenture Made this 23rd day of December

in the year of our Lord nineteen hundred and forty-six

by and between JOHN B. GAGE and MARJORIE H. GAGE, his wife,

of the County of Jackson and State of Missouri, parties of the first part,  
and THE CENTRAL TRUST COMPANY, party of the second part:

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

- - - TWENTY SIX THOUSAND AND No/100 - - - - - 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, its successors and assigns, all of the following described real estate, situated in the 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; the North Half of the Northeast Quarter of Section Fourteen (14); and the Northwest Quarter of the Northwest Quarter of Section Thirteen; the West 9.51 acres of the North Half of the Southwest Quarter of Section Eleven; the South Half of the Southwest Quarter of Section Eleven; the South Half of the Northeast Quarter and the Northwest Quarter and the North Half of the Southeast Quarter of Section Fourteen; the North 20 acres of East fractional half of Southwest Quarter of Section Fourteen; and five acres, more or less, described as commencing at the NE corner of the West fractional half of Southwest Quarter of Section Fourteen, and running thence West on the half Section line to the center of ravine, near the NW 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, Range Twenty, East of the Sixth Principal Meridian, subject to the easement to the Kansas Electric Power Company.

To Have and to Hold the same, with all and singular the hereditaments and appurtenances thereunto 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, that 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 that they will 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 sum of - - - TWENTY SIX THOUSAND AND No/100 - - - - - DOLLARS, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable as follows:

February 1, 19 48	\$ 500.00,	and \$500.00 due on 1st day
19	\$	of February in each succeeding year
19	\$	thereafter, to and including
February 1, 19 62	\$ 19,000.00.	February 1, 1961, and
19	\$	19
19	\$	19

to the order of the said party of the second part with interest thereon at the rate of four per cent per annum, payable semi-annually, on the first days of August and

February in each year, 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, at GUARANTY TRUST COMPANY, New York, N. Y., or at such other place as the legal holder of the principal note may in writing designate, and said note bearing ten per cent interest after maturity.

The mortgage was filed on this day of 1946.

By of County  
Deputy