

39214 BOOK 96

# MORTGAGE

This Indenture Made this 3rd day of October

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

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

THIRTY 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 South Half of the Southeast Quarter of Section 11; the West 9.54 acres of the North Half of the Southwest Quarter of Section 11 and the South Half of the Southwest Quarter of Section 11; the Northwest Quarter of the Northwest Quarter of Section 13; 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 South Half of the Southeast Quarter, the North 20 acres of the East Fractional Half of the Southwest Quarter of Section 14; and 5 acres, more or less, described as commencing at the Northeast corner of the West Fractional Half of the Southwest Quarter of Section 14, and running thence West on the half section line to the center of ravine, near the Southwest 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 13, Range 20, East of the Sixth Principal Meridian.

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 THIRTY 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:

August 1	19 50	\$ 500.00	August 1	19 55	\$ 500.00
August 1	19 51	\$ 500.00	August 1	19 56	\$ 500.00
August 1	19 52	\$ 500.00	August 1	19 57	\$ 500.00
August 1	19 53	\$ 500.00	August 1	19 58	\$ 500.00
August 1	19 54	\$ 500.00	August 1	19 59	\$ 25,500.00

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 February and August

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.

SECOND. That the parties of the first part agree 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 to the amount of:

FOURTEEN THOUSAND AND NO/100 ----- DOLLARS,

in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgagee 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 party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.