

43557 BOOK 99

MORTGAGE

(428)

Printed and for sale by
The Lane Printing Company, Kansas City, Kansas

This Mortgage Made this 12th day of April in the year of Our Lord, One Thousand Nine Hundred and Fifty-one by and between John C. Gage and Eleanor P. Gage, husband and wife

of the County of Douglas and State of Kansas part 100 of the first part, and The Home State Bank of Kansas City, Kansas

Witnesseth, That said part 100 of the first part, for and in consideration of the sum of Four Thousand and no/100 - - - - - Dollars to them in hand paid by the said part Y of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do - - - grant, bargain, sell and convey unto the said part Y of the second part and to its successors and assigns forever, all of the following described tract - - - piece - - - and parcel - - - of land lying and situated in the County of Douglas and State of Kansas, to-wit: Beginning at the Northwest corner of the Northeast Quarter, Section Twenty-three (23), Township Thirteen (13), Range Twenty (20); thence East Fourteen (14) rods, thence South Forty-five and two-thirds (45 2/3); thence West Fourteen (14) rods; thence North Forty-five and two-thirds (45 2/3) rods to beginning, containing four (4) acres, more or less, in Douglas County, Kansas.

The mortgagors covenant and agree that together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, the mortgagors will pay each month to the mortgagee, until the said note is fully paid, a sum equal to one-twelfth of the amount of the annual real estate taxes and assessments levied or to be levied against the premises covered by this mortgage. The mortgagee shall hold said monthly payments in trust to pay such taxes and assessments when due.

This mortgage is given to secure the unpaid balance of the purchase price of the above described property.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said part Y of the second part, and to its successors and assigns forever; PROVIDED ALWAYS, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

Whereas, the said parties of the first part have this day executed and delivered their certain promissory note - in writing to the part Y of the second part, payable at its office in Kansas City, Kansas as follows, to-wit: (copy of note)

\$ 4,000.00

Kansas City, Kansas April 12 19 51

FOR VALUE RECEIVED, I, we, or either of us, promise to pay to the order of

THE HOME STATE BANK
of Kansas City, Kansas, at its office

the sum of Four Thousand and no/100 - - - - - Dollars, \$ 4,000.00 in monthly installments payable as follows, to-wit:

Forty-two and 40/100 - - - - - Dollars on the 15th day of May 19 51, and

Forty-two and 40/100 - - - - - Dollars on the 15th day of each succeeding month thereafter until May 12, 1954

when the remaining unpaid balance shall become due and payable, with interest from this date on the unpaid principal balance at the rate of 4 1/2 percent per annum and which interest is included in each installment and to be first deducted therefrom. If default is made in the payment of any installment when due, then all the remaining installments shall, at the option of the holder, become due and payable at once and bear interest at 10 percent per annum. Privilege is given to pay two or more installments at any monthly payment date.

We the makers, endorser, assignors and sureties, severally waive presentment for payment, demand, protest and notice of protest for non-payment of this note, either in whole or in part.

No. (signed) John C. Gage

P. O. R. 21, Duda, Kansas

(signed) Eleanor P. Gage

Beginning at the Northwest corner of the NE Quarter, Section 23, Township 13, Range 20, and is bounded by mortgage on 1/2, 1/4 rods, thence S. 45 2/3 rods; thence E. 14 rods; thence North 45 2/3 rods to beginning, containing 1 acre, more or less in Douglas County, Kansas

Now, if the said parties of the first part

shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according

Reg. No. 8138
Fee Paid \$10.00