

65112 BOOK 117
Mortgage Extension Agreement

WHEREAS, on the 14th day of July, 19 54, Ralph R. Cain and Mabel Cain, husband and wife executed and delivered a certain mortgage to The Standard Life Association, which said mortgage was recorded in book 106, page 482 of the mortgage records of Douglas county, State of Kansas, to secure the payment of a note dated July 14, 19 54, due September 1, 19 59, in the principle sum of \$ 5,000.00, with interest at the rate of 5 per cent, payable semi-annually on the first days of each month and ; and

WHEREAS, the undersigned, Ralph R. Cain and Mabel Cain, husband and wife, hereby covenant that they are the present legal owners of the premises described in said mortgage recorded as aforesaid, to which reference is hereby made for particular description of said real property, and the undersigned do hereby agree that there remains a balance due and unpaid on said indebtedness in the amount of \$ 3,571.35, represented by the above described note and mortgage; and

WHEREAS, THE STANDARD LIFE ASSOCIATION of Lawrence, Kansas is the present owner and holder of the note representing the unpaid balance due on said indebtedness and the mortgage securing the same, and, upon the application of the obligors hereinbefore named, has consented that time of payment of said note and mortgage may be extended upon the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the extension of time for the payment of said indebtedness on the first days of each month, any unpaid balance due August 1, 1968, the undersigned covenant and agree to pay the said indebtedness on or before the 1st day of August, 19 68, together with interest thereon at the rate of 5 per cent. per annum, payable semi-annually on the 1st days of each month and

in each calendar year; principal and interest to be payable at Lawrence, Kansas, and in the event the principal sum or any interest be not paid when due, then said principal sum or any part thereof not paid when due or demandable and all interest due and unpaid shall bear interest after maturity at the rate of 10 per cent. per annum. Time is of the essence of this extension agreement; and in the event of default in the payment of any interest when due or the non-payment of taxes or breach of any of the covenants contained in said original mortgage, it shall be optional with the legal owner of said principal note and mortgage to declare said principal sum immediately due and payable.

It is expressly understood that nothing herein contained shall be construed to impair the security of the owner and holder of said note and mortgage, its successors or assigns, but that all of the covenants and conditions of said note and mortgage shall continue in full force and effect in so far as they are not inconsistent with this extension agreement, to which they are to apply as fully as if the terms of this agreement were originally set forth in and made a part of said note and mortgage.

Permission is given to make payments upon principal in the sum of One Hundred Dollars (\$100.00) or multiples thereof at any interest-paying time.

IN WITNESS WHEREOF, the undersigned have affixed their signatures, this 12th day of February, 19 58

Ralph R. Cain
Ralph R. Cain
Mabel Cain
Mabel Cain

STATE OF Kansas Douglas COUNTY, SS.

BE IT REMEMBERED, That on this 12th day of February, A. D. 19 58, before me, the undersigned, a notary public in and for the County and State aforesaid, came Ralph R. Cain and Mabel Cain, husband and wife who are personally known to me to be the same person(s) who executed the within Mortgage Extension Agreement, and such person(s) duly acknowledged the execution of the same.

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

My Commission expires
May 9, 1959

J. Don Crane Notary Public.

Handed in Book