

## EXTENSION AGREEMENT

66596

BOOK 119

The undersigned hereby covenant and agree that they are legal and sole owners of the real estate conveyed to F. E. Wolf by a mortgage dated September 15, 1958 and recorded on page 155 of the Book of Mortgages No 105 of Douglas County, Kansas which mortgage was executed by Floyd R. Smith and Rosalie Smith, his wife, and given to secure the payment of a note or bond for the sum of \$3300.00, due and payable on October 1, 1958 to F. E. Wolf, on which it is hereby acknowledged there is still due and unpaid the sum of \$1132.73 of principal money, and, whereas, Floyd R. Smith and Rosalie Smith have requested that the payment of the balance of \$1132.73 of their loan not only be extended to August 1, 1963 but also have requested that the balance of their loan be increased to a total of \$2300.00, principal money;

Now therefore, in consideration of the agreement of F. E. Wolf to extend the time of payment of the balance of their present loan and to increase the same to a total balance of \$2300.00 as requested, the undersigned for value received hereby assume and agree to pay to the order of F. E. Wolf or Bertha W. Wolf his wife, the sum of Twenty-three Hundred dollars (\$2300.00) as follows;

Fifty dollars (\$50.00) is to be paid on September 1, 1958 and \$50.00 is to be paid on the 1st day of each month thereafter, until the entire balance of loan of \$2300.00 plus interest at 6% has been paid. It is understood that when six monthly payments have been received by the payee, that interest on the principal or balance of said loan is first to be deducted from said payments, and then the balance of the six monthly payments is to be applied to the reduction of the principal. Interest for the succeeding six months period is to be figured on the preceeding reduced balance of principal. Interest is to be paid at the rate of 6% per annum beginning August 1, 1958. Any unpaid balance of principal or interest becomes due and payable August 1, 1963.

This note shall bear interest at the rate of 10% per annum after default in any payment required.

All payments are to be made at the office of F. E. Wolf, Baldwin City, Kansas.

This note is secured by an original mortgage of \$3300.00 described in the first paragraph of this instrument, and is subject to all of the obligations and conditions contained therein.

This note, at the election of the legal holder thereof, and without notice of such election, becomes due and collectable immediately upon default in the payment of any monthly payment of principal and interest, or taxes, or insurance or on failure to comply with any provision of said mortgage.

One hundred dollars (\$100.00) or any multiple thereof may be paid at any time, in addition to the required monthly payments.

In witness whereof, the undersigned have affixed their signatures this 2 day of August, 1958.

Floyd R. Smith  
Floyd R. Smith

Rosalie Smith  
Rosalie Smith

State of Kansas) SS  
County of Douglas)

Be it Remembered, That on this 2nd day of August A.D. 1958, before me, a Notary Public, came Floyd R. Smith and Rosalie Smith, his

In Witness Whereof, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.



Donald W. Tuth  
Notary Public

My Commission Expires 3/8/62