

Mortgage Extension Agreement

BOOK 143 4268

Loan No. 1343

This Agreement made this 28th day of February 1966, by and between the De Soto State Bank, De Soto, Kansas, a corporation organized and existing under the laws of the State of Kansas, party of the first part, and Lester Massey & Eula Massey of the City of De Soto, parties of the second part, WITNESSETH:

WHEREAS, the parties of the second part have heretofore mortgaged unto the party of the first part certain lands and premises which are described in a certain Indenture of Mortgage bearing date March 6, 1961, which Mortgage is recorded in the Office of the register of Deeds for Douglas County, State of Kansas in Liber 127 of Mortgages, on pages 308, which Mortgage is made a part hereof by reference and the same is now due and payable.

WHEREAS, the party of the second part is/are unable to make payment in full of the amount due said party of the first part under said mortgage, and has requested that the time of payment be extended, and the party of the first part is willing to extend the time of payment in accordance with the provision of this instrument.

NOW THEREFORE, in consideration of the sum of One Dollar in hand paid by the party of the second part to the party of the first part, receipt of which is hereby acknowledged, as well as other valuable considerations, it is agreed between the parties hereto as follows:

- (1) That the date of the final payment on the said Mortgage is hereby extended to November 6, 1971; provided, however, that said party of the second part shall pay to apply on said principal sum, the sum of One Hundred & no/100 - - - - - Dollars on November 6, 1966, and the further sums of One Hundred & no/100 - - - - - Dollars together with interest at the rate of 6 per cent per annum on the unpaid principal sum on the 6th day of each and every May & November thereafter.
- (2) That, notwithstanding the foregoing provision or anything to the contrary contained in said mortgage, if the party of the second part shall be in default for more than thirty days in making payment of any monthly installment, as herein provided then after such default has occurred, the party of the first part may declare the balance then unpaid on said mortgage due and payable forthwith, and may foreclose said mortgage in accordance with the terms, conditions and provisions thereof.
- (3) That the terms, conditions and provisions of said mortgage are hereby ratified and confirmed in all respects, matters and things except wherein the same are modified by this instrument.
- (4) That this agreement shall not create any merger or alter or prejudice the rights and priorities of the party of the first part, its successors and assigns, and if so construed, then, in such event, this agreement shall be void and of no effect.

This agreement shall be binding upon the successors, heirs, administrators and assigns of the respective parties hereto.

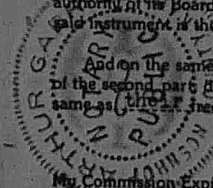
IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed for and on its behalf by its Vice Pres. & Cashier and its corporate seal hereunto affixed on the 28th day of February 1966, and on the same day the party of the second part has/have hereunto set their hand and seal.



De Soto State Bank, De Soto, Kansas
By *Jess W. Johnson Jr.*
Its Vice Pres. & Cashier
Title of Officer
Lester Massey (L. S.)
Eula Massey (L. S.)

STATE OF Kansas }
County of Johnson }

On this 28th day of February 1966, before me, personally appeared Jess W. Johnson Jr., to me personally known, who being sworn did say that he is the Vice Pres. & Cashier of the De Soto State Bank, the corporation named in and which executed the within instrument, and that he executed the same for and on behalf of said corporation by authority of the Board of Directors and that the corporate seal affixed thereto is the corporate seal of said corporation, and that said instrument is the free act and deed of said corporation.



And on the same day appeared Lester Massey and Eula Massey to me known to be the parties of the second part described in and who executed the within instrument and who acknowledged that they executed the same as their free act and deed for the intents and purposes therein mentioned.

My Commission Expires Nov. 15, 1969
My Commission Expires

Notary Public
Notary Public

Recorded March 1, 1966 at 1:57 P.M.

Janice Boem Register of Deeds