

## MORTGAGE EXTENSION AGREEMENT

This agreement made this 4th day of August, 1966, by and between Duane E. Duncan of Wyandotte County, in the State of Kansas, of the first part, and J. A. Wright of Douglas County, in the State of Kansas, of the second part, WITNESSETH:

WHEREAS, the party of the second part has heretofore mortgaged unto the party of the first part certain lands and premises which are described in a certain Indenture of Mortgage bearing date of August fourth, 1965, which Mortgage is recorded in the Office of the Register of Deeds for Douglas County, State of Kansas and bearing the number 2146 on page 212, Book 141, 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 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 consideration, 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 August 4, 1967; provided, however, that the party of the second part shall also pay interest at the rate of 8 percent per annum on the amount due for both principal and interest on August 4, 1966, and each and every day thereafter.

(2) That, notwithstanding the foregoing provision or anything to the contrary contained in said Mortgage, if the party of the first part shall deem himself insecure in said mortgage, 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, his heirs, 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 parties hereto have set their hands this 4th day of August, 1966.

Duane E.  
Duncan

Duane E. Duncan  
Party of the First Part

J. A. Wright

J. A. Wright  
Party of the Second Part