

6744 Mortgage Extension Agreement

BOOK 145

Loan No. 475

This Agreement made this 2nd day of November, 1966, by and between the Douglas County State Bank, a banking corporation organized and existing under the laws of the State of Kansas, party of the first part, and Elden C. Tefft and Mary W. Tefft of the City of Lawrence, parties of the second part, WITNESSETH:

WHEREAS, the parties of the second part have/had heretofore mortgaged unto the party of the first part certain lands and premises which are described in a certain Indenture of Mortgage bearing date May 27, 1965, which Mortgage is recorded in the Office of the register of Deeds for Douglas County, State of Kansas in ~~BOOK~~ Book 140 of Mortgages, on pages 409, which Mortgage is made a part hereof by reference and the same is now due and payable.

WHEREAS, the parties 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 parties 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 March 27, 1982; provided, however, that said parties of the second part shall pay to apply on said principal sum, the sum of (126.58) One Hundred Six and 58/100 Dollars on October 3 1967, and the further sums of (126.58) One Hundred Twenty-Six & 58/100 Dollars together with interest at the rate of 6 per cent per annum on the unpaid principal sum on the 3rd day of each and every month 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 Executive Vice President and its corporate seal hereunto affixed on the 2nd day of November 1966, and on the same day the parties of the second part has/have hereunto set their hands and seal.

In presence of: Joseph Kelly
Attest: Joseph Kelly
Joseph Kelly, Cashier

Douglas County State Bank, a Corporation
By G. M. Clem
Its Executive Vice President
Elden C. Tefft
Mary W. Tefft (L.S.)

STATE OF Kansas
County of Douglas ss:

On this 2nd day of November, 1966 before me, personally appeared G. M. Clem, to me personally known, who being sworn did say that he is the Executive Vice President of the Douglas County 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 its 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 Elden C. Tefft and Mary W. Tefft 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 June 30, 1967

Joseph Kelly Notary Public

Recorded November 7, 1966 at 8:45 A.M.

Janice Beem Register of Deeds