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BOOK 150

MORTGAGE EXTENSION AGREEMENT

For and in consideration of the sum of One Dollar and other valuable consideration, the time for payment of a certain real estate mortgage given by J. A. Wright, of Lawrence, Douglas County, Kansas, to Duane E. Duncan, on August 4, 1965, to secure payment of \$3,452.66 according to the terms of a certain promisory note, said mortgage being recorded in Book 141, page 212, in the Office of the Register of Deeds, of Douglas County, Kansas, which mortgage and note is made a part hereof by reference and covers the following described property:

Beginning 48 rods North of the Southeast corner of the Northeast Quarter of Section 30, Township 12, Range 20 East; thence West 20 rods; thence North 32 rods; thence East 20 rods; thence South 32 rods to the place of beginning, in Addition Six, North Lawrence, Douglas County, Kansas; and

Beginning 40 rods North of the Southeast corner of the Northeast Quarter of Section 30, Township 12, Range 20 East, Addition 6; thence North 8 rods; thence West 20 rods; thence South 8 rods; thence East 20 rods to beginning, in North Lawrence, Douglas County, Kansas; and

WHEREAS, after default a mortgage extension agreement was entered into between J. A. Wright and Duane E. Duncan, on the 4th day of August, 1966, and a note, which included interest in default at that time, making a total amount due of \$3,728.87, was given to the said Duane E. Duncan as evidence of the indebtedness on that date. The extension agreement provided for payment in full on or before August 4, 1967; and

WHEREAS, both the original mortgage and the extension agreement have been and are now in default, and J. A. Wright, after mortgaging the property aforesaid to Duane E. Duncan, sold the property securing said mortgage to E. A. Wiggins and Dorothy Wiggins, his wife, and J. A. Springer and Beverly Springer, his wife, on a contract escrowed at the Lawrence National Bank, Lawrence, Kansas, and the purchasers under said contract now assume and agree to pay the balance now due and owing on said mortgage; and

WHEREAS, the purchasers wish to avoid a foreclosure action, now in preparation by Duane E. Duncan, and to protect their subordinate interest in the property, do hereby individually and collectively agree to pay the balance now due on the original mortgage indebtedness and extension thereof in the total amount of \$4,357.00 as of June 1, 1968, and to pay the same in accordance with the terms of their promisory note of this date at the rate of \$60.00 per month commencing July 1, 1968; and a like amount each month thereafter until paid in full.

In consideration of the prompt payment of each and every installment together with interest at 8% per annum payable semi-annually, and 10% in case of default at the option of the holder thereof, Duane E. Duncan does hereby further extend the payment of said mortgage indebtedness until paid in full in accordance with this extension agreement.