

Recorded June 16, 1897 at 5²⁰ o'clock P.M.

James Brooks
Register of Deeds

Whereas, Henry Gay heretofore loaned to William Mesenheimer the sum of \$1750⁰⁰ the payment of which was secured by three certain principal notes and coupon notes, executed by William Mesenheimer dated the 1st day of June 1892 for the principal sums of \$250; \$500; \$1000, payable on the 1st day of June 1893, and the first day of June 1897 and by a certain trust deed or mortgage to Henry Gay, which is recorded in the office of the Recorder or Register of Deeds of Douglas County, State of Kansas, in Book 25 at page 508, said loan being made with interest at the rate of 6 percent per annum until maturity, and with interest at 10 percent per annum after maturity and upon which \$250 and \$800, has been paid

Now Therefore, In consideration of the premises, and upon the application of William Mesenheimer and his wife Mahala Mesenheimer it is agreed by and between Holmes & Gay and the said William Mesenheimer as follows:

The said first party agrees that the time for payment of balance of said indebtedness and the said note shall be extended as follows:

\$700⁰⁰ shall be paid on the first day of June 1902.

Said Mortgage or deed of trust and indebtedness to remain an incumbrance as it now is, on the land therein described.

The said William Mesenheimer and his wife Mahala Mesenheimer hereby agrees to pay the principal of said note as therein agreed at the time above specified, with interest until maturity at the rate of six percent per annum, payable semi-annually on the first days of June and December in each year as shown by coupons of even date herewith, at Hurlbut Nat'l Bank, West Winsted, Ct, in New York Exchange, and that all the covenants and conditions contained in the said trust deed or mortgage, except so far as the same are inconsistent with this agreement, shall be continued in force and shall be fully performed and fulfilled.

Provided, that in case of default in the payment of any installment of interest or principal, or of the breach of any of the said covenants or conditions or if the undersigned is not the present owner of said premises, the principal of said bonds not already paid, and all interest accrued thereon, shall, at the election of the said first party, or their assigns, without notice, at once become due and payable.

Dated May 28th 1897.