

and being in the County of Douglas, in the State of Kansas, and more particularly described in the said mortgage, as security for the payment of said bond, and which said mortgage was recorded in the Register of Deeds office of the said County of Douglas, in the State of Kansas, on the twenty-fourth day of December A.D. 1898, at 3.43 o'clock P.M., in Volume 35 of Mortgages, on pages 2167c; and Whereas, no part of the said principal sum of two thousand (2000) dollars has been paid to the said Insurance Company on said bond and mortgage; and Whereas, the rate of interest on said bond and mortgage was reduced to five (5) per centum per annum from January 1, 1901, by an agreement dated December 28th 1900; and the interest has been paid to the first day of July 1903, and there remains unpaid on said bond and mortgage of the principal thereof, the just and full sum of two thousand (2000) dollars, with interest thereon from the first day of July 1903; and Whereas, on or about the sixth day of February 1905, the said Clara E. McIntire executed and delivered to the said Levi O. McIntire a deed of the premises in question in trust for the purposes in said deed expressed; and Whereas, the said Clara E. McIntire is deceased, and Whereas, the said Levi O. McIntire, both in his individual capacity and as the Trustee named in the aforesaid deed in trust has requested the said Insurance Company to extend the time of payment of the said principal sum of two thousand (2000) dollars, remaining unpaid on the principal of the said bond and mortgage, until the fourteenth day of December 1908, with the privilege of paying one hundred (100) dollars, or more, of the said principal sum on any interest paying day after the fourteenth day of December 1904, and before maturity and the said Insurance Company has consented and agreed to make such extension as requested; Now Therefore, in consideration of the premises, and of One Dollar to him in hand paid by The Northwestern Mutual Life Insurance Company, the receipt whereof is hereby confessed and acknowledged, the said Levi O. McIntire, both in his individual capacity and as the Trustee named in the aforesaid deed in trust, hereby agrees to and with The Northwestern Mutual Life Insurance Company, to pay interest on said sum of two thousand (2000) dollars, being the principal sum remaining unpaid on said bond and mortgage, from the first day of July A.D. 1903, until paid, at the rate of five (5) per centum per annum, payable semi-annually on the first day of January and of July in each and every year, and to pay the said principal sum of two thousand (2000) dollars,