

County of Union and State of New Jersey, having been duly appointed as successor individual Trustee to Benjamin Strong, Jr., one of the Trustees under the General Gold Bond Mortgage of The Chicago, Rock Island and Pacific Railway Company to Bankers Trust Company and Benjamin Strong, Jr., successor Trustees, dated January 1, 1898, do hereby accept such appointment. This instrument has been simultaneously executed in ten counterparts, each of which as executed shall be deemed to be the original, and such counterparts shall together constitute but one and the same instrument.

In Witness Whereof, I have hereunto set my hand and seal this 30th day of November 1914.

Signed, sealed and delivered by)

Frank N. B. Close in the presence of)

Henry B. Stimson

Frank N. B. Close (L.S.)

J. Michaels

State of New York, County of New York, SS.

Before me, Isaac Michaels, a Notary Public in and for the State and County aforesaid, personally appeared the within named Frank N. B. Close, to me known and known to me to be the individual described in and who executed the within instrument and he acknowledged to me that he executed the same for the purposes therein contained.

Dec. 1 - 1914.

I. Michaels

Notary public, New York County, N. Y. No. 2429

My Commission Expires March 30, 1916,

Register's No. 6063.

(10 cent Rev. Stamp)

State of New York, County of New York, SS.

No 15654

I, William F. Schneider, Clerk of the county of New York, and also Clerk of the Supreme Court of said County, the same being a Court of Record, Do Hereby Certify, That I: Michaels whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same, and further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and county, the 3 day of Dec. 1914.

(10 cent Rev. Stamp.) (SEAL)

W. F. Schneider, Clerk.

Recorded March 6th A.D. 1915 at 3:30 o'clock P.M.

Hoyd L. Lawrence
Register of Deeds.

Whereas, On the 23rd day of February, 1910, Thomas W. Murphy and Annie Murphy, made one certain note for \$5000.00 payable to The Prudential Insurance Company of America, and at the same time executed a certain mortgage to secure the payment of said note, which said mortgage was recorded in the office of the Register within and for the County of Douglas & Osage, State of Kansas in Book 47 at page 508 and

139

Whereas, Thomas W. Murphy and Annie Murphy, husband and wife, the owners of the property described in said mortgage, desire an extension of the time of payment of \$2000.00 of said debt; and

Whereas, The said Thomas W. Murphy and Annie Murphy, husband and wife, The present legal owners of the premises described in said mortgage, have requested an extension of time within which to make payment of said indebtedness until the 1st day of March, 1920, with the privilege, however, to said first parties, their heirs or legal representatives to make payments on said principal note in sums of one hundred dollars or any multiple thereof at the maturity of any one of the notes ~~of the~~ interest, hereinafter described, and that the amount so paid shall be credited on said principal note, and that thereupon each of said interest notes not then matured shall have a ~~refta~~ credit in a sum in proportion to the amount so paid and credited on said principal note.

Now, Therefore, said Thomas W. Murphy and Annie Murphy, husband and wife, the present legal owners of the premises describe in said mortgage, covenant and agree to and with said The Prudential Insurance Company of America, that in consideration of said extension of time, the said Thomas W. Murphy and Annie Murphy, husband and wife, their heirs, personal representatives and assigns will pay on the 1st day of March 1920, said sum so extended, to wit; the sum of \$2000.00, together with interest thereon from the 23rd day of February, 1915, at the rate of 5 1/2 per cent. per annum, payable annually, according to the tenor of five interest notes for such interest to accrue during the time of such extension, to be attached to said note, and that during said extension all the covenants and agreements in said mortgage contained on the part of the grantor therein shall be faithfully kept, and remain in full force and effect except as to the date of payment of the principal indebtedness as hereby extended.

That on default in the payment, during said extension, of any installment of interest, or in the continuous and faithful performance of any of said agreements and covenants on the part of the grantor in said mortgage contained, then, at the option of the holder of said note, this extension shall at once cease, and be null and void, and the power of sale in said mortgage shall become again at once operative and sale thereunder be authorized; and until such sale may be had, any such unpaid installment of interest shall bear from such default in payments thereof till paid, interest at the rate of ten per cent. per annum, and, if not otherwise paid, be payable with interest out of the proceeds of such sale.

In Witness Whereof, The said Thomas W. Murphy and Annie Murphy, have hereunto set their hands and seal, on this 23rd day of February 1915.

Thomas W. Murphy (L.S)
Annie Murphy. (L.S)