

and assessments, make such repairs, or affect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of ten per cent. per annum, shall be collectible with, as a part of, and in the same manner as, the principal sum hereby secured.

And the said party of the first part does further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter, during the continuance of such default, the said party of the second part, its successors or assigns, may without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgement rendered shall provide that the whole of said premises be sold together and not in parcels.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand the day and year first above written.

Wm. F. Wacker.

State of Kansas, County of Douglas, SS.

On this 25 day of Sept. A.D. 1916, before me, a Notary Public, in and for said County, personally appeared William F. Wacker, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

WITNESS my hand and official seal, the day and year last abovescribed.

My commission expires May 15/ 1919 (SEAL)

W. M. Clark, Notary Public.

Recorded Sept., 26th., A.D. 1916, at 10:02 o'clock A.M.

Royd Lawrence
Register of Deeds,
Geo. B. Wozel
Deputy.

WHEREAS, there remains unpaid on a certain note executed and delivered to The Prudential Insurance Company of America by Mary E. Balch and Charles C. Balch, her husband, secured by a mortgage upon real estate in Douglas County, Kansas, dated September 20th 1911, and recorded in said County on _____ in volume 48 of Mortgages on Page 397 the sum of Twenty Eight Hundred Dollars, with interest from September 29th, 1916, and;

Whereas, title to the mortgaged premises is now vested in Mary E. Balch and Charles C. Balch, her husband, subject to said mortgage and

Whereas, the said Insurance Company has been requested to make said note and mortgage payable as hereinafter agreed, which it has consented to do in consideration of the payments to be made as herein provided.

NOW, THEREFORE, the said Mary E. Balch and Charles C. Balch, her husband, hereby agree to pay interest on the said sum of Twenty Eight Hundred dollars from Sept. 29th, 1916, to Sept. 29th, 1921, at the rate of five per cent. per annum, payable semi-annually, said payments to be made being evidenced by ten interest coupons bearing date July 22nd, 1916, and thereafter until paid at the rate of ten per cent. per annum, and pay the principal sum remaining as aforesaid on Sept. 29th, 1921, with the privilege of paying One Hundred Dollars, or any multiple thereof, on said principal sum on any interest pay day.

And the parties of this agreement hereby consent to said extension and agree that said mortgage shall continue a first lien upon said premises, and that said note and mortgage, and all their covenants and conditions shall remain in force except as herein modified.

IN WITNESS WHEREOF, the said Mary E. Balch and Charles C. Balch, her husband, have hereunto set their hands and seals this 23 day of September A.D. 1916.

Mary E. Balch
Charles C. Balch

State of Kansas, County of Franklin, SS.

On this 23 day of September 1916, before me personally appeared Mary E. Balch and Charles C. Balch, her husband, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county, the day and year last above written.

My term expires Mch. 11-1920 (SEAL)

S. D. Moherman, Notary Public.

Recorded Sept., 29th., A.D. 1916, at 9:20 o'clock A.M.

Royd Lawrence
Register of Deeds,
Geo. B. Wozel
Deputy.