

Extension
Book 75
Page 248

Extension Agreement 64 pages 120

120 The Northwestern Mutual Life Insurance Company, a corporation organized and existing under the laws of the State of Wisconsin, hereby acknowledges full payment of the note executed by Irven D. Harris and Mary Harris, of the County of Douglas and State of Kansas, and mentioned in the within mortgage, recorded in the office of the Register of Deeds of the County of Douglas, State of Kansas, Volume 57 of Mortgages, on page 248 and said Company hereby cede and release said mortgage and authorize the Register to enter this release upon the margin of its record.

Witness my hand and seal at Milwaukee, Wisconsin, this twelfth day of July, 1937.
The Northwestern Mutual Life Insurance Company
By H. C. Schwitzgebell, Vice-President
Attest R. L. Armstrong, Court Secretary

fees, and all such payments with interest thereon from the time of payment at the rate of ten per centum per annum shall be deemed part of the indebtedness secured by this mortgage.

And it is agreed that in case default shall be made of any installment of said note or of interest thereon when due, or if there shall be a failure to comply with any or either of the terms or conditions of this mortgage, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees hereinabove specified, shall, at the option of the party of the second part and without notice (notice of the exercise of such option being hereby expressly waived), become due and collectible at once by foreclosure or otherwise; and upon commencement of any foreclosure or at any time thereafter and prior to the expiration of the time for redemption from any sale of said premises on foreclosure, any court of competent jurisdiction, upon application of the party of the second part, its successors or assigns, or the purchaser at such sale, may at once and without notice to the parties of the first part, or any person claiming under them appoint a receiver for said premises to take possession thereof to collect the rents, issues and profits of said premises during the pendency of such foreclosure and until the time to redeem the same from the foreclosure sale shall expire, and out of the same to make necessary repairs and keep said premises in proper condition and repair pending such sale and the expiration of the time to redeem therefrom, and to pay pay all taxes and assessments accruing between the commencement of the foreclosure and the expiration of the period for redemption and all taxes and assessments unpaid and tax and assessment sales remaining unredeemed at or prior to the foreclosure sale, and to pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this mortgage and the expense of the receivership.

And it is agreed that the parties of the first part will repay the party of the second part all reasonable expenses paid in procuring abstracts of title whenever such abstracts shall become necessary to protect the interest or enforce the rights of said party of the second part, and the amounts so paid with interest thereon from the time of payment at the rate of ten per centum per annum shall be deemed part of the indebtedness secured by this mortgage.

The said parties of the first part hereby expressly waive and release all rights and benefits they have in said premises as a homestead under any law or rule of equity relating to the alienation, exemption or judicial sale of homesteads. In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

Irven D. Harris,
Mary Harris,

Chas B. Floyd,
F. C. Starr,

State of Kansas,)
Douglas County,) ss.

Be it remembered that on this 4th day of March A. D. 1918, before the undersigned August H. Fiehler a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, personally came Irven D. Harris and Mary Harris, his wife, who are personally known to me to be the same persons who executed the foregoing instrument of writing as grantors, and such persons duly and severally acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last written.

August H. Fiehler,
Notary Public.

Commission expires Feb. 18, 1922.
Recorded March 18, 1918.
At 11:05 o'clock A. M.

Edith Northrup,
Register of Deeds,
Douglas County,
Deputy.

ASSIGNMENT OF MORTGAGE.

Know all Men by these Presents: That Commerce Trust Company, a corporation, of Kansas City, Missouri, for the value received, does hereby sell, assign, transfer, set over and convey unto New York Life Insurance Company, New York City, New York, all of its right, title and interest of, in and to that certain mortgage, dated the 15th day of May, A. D. 1917, executed by R. L. Thomson and Cora E. Thomson, his wife, to Commerce Trust Company, and duly filed for record in the office of the register of Deeds of Douglas County Kansas on the 21st day of May, 1917, and duly recorded in Book 54 of Mortgages, at Page 564, together with the notes, debts and claims secured by said mortgage, and the covenants contained therein.

In Witness Whereof, Commerce Trust Company has caused this instrument to be signed by its Vice-President and its common seal to be affixed hereto this 2nd day of November, 1917.

(Comp. Seal)

Commerce Trust Company,
By T. J. Culbertson,
Vice-President.

ATTEST:
H. C. Schwitzgebell
Secretary.