

AGREEMENT FOR EXTENSION OF LOAN NO. 33768.

Whereas, there remains unpaid on a certain note executed and delivered to The Prudential Insurance Company of America by Catherine V. Cunningham, a single woman, secured by a mortgage upon real estate in Douglas County, Kansas, dated October 6, 1915, and recorded in said County on October 11, 1915 in Volume 54 of Mortgages on Page 116 the sum of Eighteen Hundred dollars, with interest from October 6, 1920, and

Whereas, title to the mortgaged premises is now vested in Catherine V. Hogue and S. F. Hogue, 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 Catherine V. Hogue and S. F. Hogue, her husband, hereby agree to pay interest on the said sum of eighteen Hundred dollars from October 6, 1920 to October 6, 1925, at the rate of six per cent. per annum, payable semi annually and thereafter until paid at the rate of ten per cent. per annum, and to pay the principal sum remaining as aforesaid on October 6, 1925, with the privilege of paying One Hundred Dollars, or any multiple thereof, on said principal sum on any interest pay day, for an amount not in excess of one-fifth of the original amount of the loan during any twelve month period.

And the parties to 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 Catherine V. Hogue and S. F. Hogue, her husband, have hereunto set their hands and seals this 5th day of October, A.D. 1920.

Catherine V. Hogue, (L.S.)
S. F. Hogue, (L.S.)

State of Kansas,)
County of Douglas,) ss.

On this 11th day of October, 1920, before me personally appeared Catherine V. Hogue and S. F. Hogue, her husband, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they have 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 Douglas County the day and year last above written.

J. W. Kreider,
Notary Public.

My commission expires Jan. 8, 1922.

(L.S.)

Recorded Oct. 14, 1920,
At 10:20 o'clock A.M.

Estelle Northrup
Register of Deeds,
Ferne Flinn
Deputy.

MORTGAGE.

This mortgage, Made this 5th day of October, 1920, by Catherine V. Hogue and S. F. Hogue, her husband of the county of Douglas and State of Kansas, parties of the first part, to the Davis-Wellcome Mortgage Company, a corporation, existing under the laws of the State of Kansas, having its office at Topeka, County of Shawnee and State of Kansas, party of the second part:

Witnesseth, that said parties of the first part, in consideration of the sum of Ninety Dollars, to them in hand paid, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell and Convey unto the said party of the second part, its successors or assigns, the real estate situated in the County of Douglas and State of Kansas, particularly bounded and described as follows, to wit:

The South east quarter (SE $\frac{1}{4}$) of Section two (2) Township Twelve (12), South of Range Eighteen (18) East of the Sixth Principal Meridian, containing One Hundred Sixty (160) acres, more or less.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever free and clear of all incumbrance. This mortgage is subject and second to a mortgage executed by the parties of the first part to The Prudential Insurance Company of America dated October 6, 1915, to secure the payment of \$1800.00 covering the above-described real estate.

Provided always, and these presents are upon this express condition, that whereas, said parties of the first part have this day executed and delivered ten certain promissory notes in writing to said party of the second part, each for the sum of \$9.00, due April 6, 1921, October 6, 1921, April 6, 1922, October 6, 1922, April 6, 1923, October 6, 1923, April 6, 1924, October 6, 1924, April 6, 1925, October 6, 1925, respectively.

with interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of the Davis-Wellcome Mortgage Company, Topeka, Kansas, and it is distinctly understood and agreed that the notes secured by this mortgage are given for and in consideration of the service of said The Davis-Wellcome Mortgage Company in securing a loan for said parties of the first part, which loan is secured by the mortgage hereinbefore referred to and excepted, and the said notes do not represent any portion of the interest on said loan and are to be paid in full, regardless of whether said loan is paid wholly or partly before its maturity.

Recorded Oct 24 1920
J. W. Kreider
Notary Public
The following is endorsed on the original instrument:
This mortgage is subject to the mortgage of \$1800.00 dated October 6, 1915, to secure the payment of \$1800.00 covering the above-described real estate.
Davis-Wellcome Mortgage Company
By Frank J. Davis
Secretary

Recorded Oct 23 1920
J. W. Kreider
Notary Public
The following is endorsed on the original instrument:
This mortgage is subject to the mortgage of \$1800.00 dated October 6, 1915, to secure the payment of \$1800.00 covering the above-described real estate.
Davis-Wellcome Mortgage Company
By Frank J. Davis
Secretary