

## MORTGAGE.

Know all men by these presents:

That J. S. Montgomery and Sarah A. Montgomery, his wife of Douglas County, State of Kansas, parties of the first part, hereinafter called the first party, have mortgaged and hereby mortgage, convey and warrant to Maxwell Investment Company, of Kansas City, Missouri party of the second part, hereinafter called the second party, and to its successors and assigns, the following described real estate in Douglas County, Kansas, to wit:

All that part of the southeast quarter of Section Twelve (12) lying North and West of the Public Road, except cemetery in Southwest corner, Township Fourteen (14) South, Range Nineteen (19) East also except 364 square feet on the North side of said southeast quarter, containing 128 acres, more or less, together with all the improvements thereon and the appurtenances thereunto belonging, subject only to a mortgage of even date herewith for Four Thousand Dollars and interest thereon, between the same parties conveying the same real estate herein described.

This mortgage is given as security for the performance of the covenants herein; and to secure the payment to Maxwell Investment Company, its successors and assigns, of the aggregate sum of Four Hundred Dollars according to the terms of Four promissory notes of even date herewith as follows:

No. 1, \$100.00 due February 1, 1922	No. 6, \$...due...1, 19..
No. 2, \$100.00 due February 1, 1923	No. 7, \$...due...1, 19..
No. 3, \$100.00 due February 1, 1924	No. 8, \$...due...1, 19..
No. 4, \$100.00 due February 1, 1925	No. 9, \$...due...1, 19..
No. 5, \$..... due ..... 1, 19..	No. 10, \$...due...1, 19..

with interest at 10 per cent per annum from maturity until paid, said notes and interest being payable at the Guaranty Trust Company of Kansas City, Kansas City, Missouri.

If and when all of said notes are paid according to the tenor thereof this mortgage shall be released at the cost of the first party, which cost they agree to pay. But if default is made in the payment of any of said notes; then this mortgage shall become absolute, and all of said notes then unpaid shall at once become due and payable without notice, and the owned of the indebtedness hereby secured may immediately cause this mortgage to be foreclosed in the manner provided by law.

The property herein described being located in the State of Kansas, this mortgage and the rights and indebtedness hereby secured shall, without regard to the place of contract or of payment, be construed and enforced according to the laws of the State of Kansas, with reference to the laws of which state the parties to this agreement are now contracting.

Dated this First Day of January, 1921.

Witnesses:

W. Roy Martin.

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

Before me, the undersigned, a Notary Public in and for said County and State, on this 27th day of January, 1921, personally appeared J. S. Montgomery and Sarah A. Montgomery his wife, to me known to be the identical persons who executed the foregoing instrument, and such person duly acknowledged the execution of the same.

My commission expires June 24 1922.

Witness my hand and notarial seal the day and year above set forth.

J. S. Montgomery,  
Sarah A. Montgomery,

C. B. Hosford,  
Notary Public in and for Saline  
County, Kansas.

(L.S.)

Recorded Feb. 14, 1921, '  
At 10:40 o'clock A.M.

*Estlin Northrup,*  
Register of Deeds,  
Linn, Iowa.  
Deputy.

## EXTENSION OF MORTGAGE.

No. 67136

Whereas, on the 14th day of February, 1916, Lizzie S. Reynolds executed and delivered to The Northwestern Mutual Life Insurance Company a note in the sum of three thousand dollars, secured by a mortgage of even date therewith upon certain real estate situated in Douglas County, Kansas, recorded in said County on March 9, 1916, in Volume 54 of Mortgages, page 248 and there remains unpaid of the principal of said note the sum of three thousand dollars with interest from August 14, 1920; and

Whereas, title to the mortgaged premises is now vested in Lizzie S. Reynolds subject to said mortgage; and

Whereas, said Insurance Company has been requested to extend the time of payment of said note and mortgage as hereinafter stated, which it has consented to do in consideration of the payments to be made as herein provided;

Now therefore, the said Lizzie S. Reynolds hereby agrees to pay the principal sum remaining unpaid as aforesaid on February 14, 1926 with the privilege of paying one hundred dollars or more thereof on February 14, 1922, and on any interest paying day thereafter, provided at least \$1500 shall run until and be payable on February 14, 1926, and the additional privilege, in case of a bona fide sale of the security after the first year, of paying the entire principal sum with interest to date of payment and sixty days interest additional, and in case of such sale during the first year, of paying the entire principal sum with interest to the end of the first year, and sixty days interest additional, and said party also agrees to pay interest on the said sum of three thousand dollars from August 14, 1920 to February 14, 1921 at the rate of five and one-half per cent per annum, and thereafter until paid at the rate of 6½ per cent. per annum, payable semi-annually.

For Release see Book 173, 209  
For Cancellation see Book 65 Page 113  
For Assignment see Book 67 Page 32