

Company, in Newark, New Jersey; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of said party of the first part, otherwise to remain in full force and effect.

And the said party of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be and any costs, charges or attorney's fees incurred and paid by the said party of the second part, its successors or assigns, in maintaining the legality and priority of this mortgage.

And the said party of the first part do further covenant and agree, until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the State of Kansas, on said premises, or on the lien created by this instrument, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$700. in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof, and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs, or effect 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 part of, and in the same manner as, the principal sum hereby secured.

And the said party of the first part do 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 there upon, 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 immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment 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 have herunto set their hands the day and year first above written.

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

Elmer E. Myers,  
Matilda Myers,

On this 28th day of December A.D. 1921, before me, a Notary Public, in and for said County, personally appeared Elmer E. Myers and Matilda Myers, his wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Witness my hand and official seal, the day and year last above written.  
My commission expires June 16th 1923.

(L.S.)

H. P. Betzer,  
Notary Public.

Recorded Dec. 29, 1921,  
At 9:55 o'clock A.M.

*Estlin Northrup*  
Register of Deeds  
*Jesse Elrod*  
Deputy.

#### Agreement for Extension of Loan No. 39561.

Whereas, there remains unpaid on a certain note executed and delivered to the Prudential Insurance Company of America by Guy S. Sheppard and Della A. Sheppard, his wife, secured by a mortgage upon real estate in Douglas County, Kansas dated December 21, 1916, and recorded in said County on Dec. 29, 1916 in Volume 54 mortgages on Page 439 the sum of Twenty Three Hundred dollars, with interest from December 28, 1921. and

Whereas, title to the mortgaged premises is now vested in Martha E. Caldwell and Fred B. Caldwell, 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 Martha E. Caldwell and Fred B. Caldwell, her husband, hereby agree to pay interest on the said sum of Twenty Three Hundred dollars from December 28, 1921 to December 28, 1926, at the rate of six per cent. per annum, payable annually, and thereafter until paid at the rate of ten per cent. per annum, and to pay the principal sum remaining as aforesaid on December 28, 1926, 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 amount of the original loan during any twelve months' 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 Martha E. Caldwell and Fred B. Caldwell, her husband have herunto set their hands and seals this 10th day of November, A.D. 1921.

Martha E. Caldwell, (Seal)  
Fred B. Caldwell, (Seal)