

Agreement for Extension of Loan No. 39126...

WHEREAS, there remains unpaid on a certain note executed and delivered To the Prudential Insurance Company of America by Mary E. Balch and C.C. Balch, her husband, secured by a mortgage upon real estate in Douglas County, Kansas dated September 26, 1916, and recorded in said County on September 29, 1916 in Volume 54 of Mortgages on Page 378 the sum of Three Thousand dollars, with interest from September 27, 1921, and;

Whereas, title to the mortgaged premises is now vested in William H. Bailey, 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 William H. Bailey, a single man, hereby agrees to pay interest to the said sum of Three Thousand dollars from September 27, 1921 to Sept. 27, 1926, at the rate of 5% 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 September 27, 1926, with the privilege of paying One Hundred Dollars, or any multiple thereof, on said principal sum on any interest pay day.

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 William H. Bailey, a single man, has hereunto set his hand and seal this 27th day of September, A.D. 1921.

William H. Bailey. (SEal)

STATE OF Kansas }
County of Franklin } SS:

On this 18 day of July, 1922, before me personally appeared William H. Bailey, a single man, to me known to be the person described in, and who executed the foregoing instrument, and acknowledged that he executed the same as his 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.
S.D. Moherman.

Notary Public.

My Term expires March 11, 1924.
(L.S)

Recorded July 19, 1922; At 3:25 o'clock P.M.

Estelle Northrup Duffer
Register of Deeds.
E.C. Babbitt - Dep.

MORTGAGE.

This Mortgage, Made this 27th day of September, 1921, by William H. Bailey, a single man, of the County of Franklin and State of Kansas, party 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 party of the first part, in consideration of the sum of ONE HUNDRED FIFTY..... DOLLARS, to him in hand paid, the receipt of which is hereby acknowledged, does 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 Half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Sixteen (16), Township Fifteen (15), South of Range Twenty One (21), East of the Sixth Principal Meridian, containing Eighty (80) 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 any wise appertaining, forever, free and clear of all incumbrance. this mortgage is subject and second to a mortgage executed by the party of the first part to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, dated September 26, 1916, to secure the payment of \$3,3000,.... covering the above described real estate.

Provided Always, And these presents are upon this express condition, that whereas, said party of the first part has this day executed and delivered four certain promissory notes in writing to said party of the second part, each for the sum of \$37. 50., due March 27, 1922, September 27, 1922, March 27, 1923 and September 27, 1923, 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 services of said THE DAVIS-WELLCOME MORTGAGE COMPANY in securing a loan for said party 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.

(For release see Book 67, Page 482.)