

and effect of the principal note secured by said mortgage.

II. That the parties of the second part will pay to the party of the first part, from and after the said fifth day of October 1922, and during the term of said extension, interest on the said principal sum at the rate of 5 $\frac{1}{2}$  per centum per annum, payable semi-annually on the fifth days of April and October of each year during said term, according to the tenor and effect of ten extension interest notes of even dates herewith.

III. That they will pay to the party of the first part, the principal sum aforesaid, at the expiration of the term of said extension, and also the semi-annual interest thereon as hereinabove provided.

IV. That they will faithfully observe all the conditions contained in the said Note and Mortgage, during the term of the said extension and until said debt is fully satisfied, and that if said conditions, or any of them, are violated or broken, or default is made in the payment of any installment of said interest when due, then the party of the first part, at its option, and without notice, may elect to declare said extension at an end, and thereupon this Agreement shall be null and void, and the party of the first part may resort at once to any or all of the remedies provided for and in the said Note and Mortgage Deed, in the same manner and with like effect as if this Agreement had not been made; and that upon the occurrence of any such default in the payment of interest or other breach of condition in said note and Mortgage from that time thereafter, the rate of interest shall be ten per centum per annum on said principal sum.

Reference is hereby had to the Mortgage above described recorded in Book 54 of Mortgages, at Page 634 of the Records of Douglas County, Kansas, and the same is hereby affirmed; and nothing herein shall be construed to release or discharge the said Albert McConnell and Nellie I. McConnell, his wife, from liability upon said Note or Mortgage, this instrument being taken as collateral and additional security thereto.

It is further understood and agreed that all the Covenants and Agreements hereinabove made, shall be equally binding upon and inure to the benefit of the heirs, executors, administrators successors and assigns respectively of the said parties hereto.

In Witness Whereof, the party of the first part hath caused to be hereunto affixed its common or corporate seal, duly attested and the parties of the second part have hereunto set their hands and seals the day and year first above written.

(Revenue Stamps \$1.00)

IN PRESENCE OF  
W.C. Pakes

Edw Ramsey

IN PRESENCE OF  
W.F. Braun  
Mary M. Galvin.

ATTEST

(Corp. Seal)

THE PROVIDENT LIFE AND TRUST COMPANY OF  
PHILADELPHIA.

By  
John Way  
Vice-President

W.R. Cooper  
Assistant Treasurer.

Albert McConnell L.S.  
Nellie I. McConnell L.S.

STATE OF PENNSYLVANIA ) ) SS.  
CITY AND COUNTY OF PHILADELPHIA

Be it known that on this nineteenth day of October, A.D. 1922, before me, a Notary Public in and for said County and State, personally came John Way Vice President, and W.R. Cooper, Assistant Treasurer of The Provident Life and Trust Company of Philadelphia, to me personally known to be the persons who executed the foregoing Agreement, and acknowledged that they executed the same freely and voluntarily for the uses and purposes therein mentioned, and as the free act and deed of said company, and that the corporate seal of said company was hereto affixed by its authority.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid, I hereby certify that I am not a Stockholder, Director or Officer of The Provident Life and Trust Company of Philadelphia.

Edw Ramsey  
Notary Public, Philadelphia  
County, Pa.  
(L.S.)

My commission expires February 26-1925.

STATE OF KANSAS, ) ) SS.  
COUNTY OF JOHNSON ) Be it Remembered that on this 9 day of October A.D. 1922 before me, the undersigned, a Notary Public duly appointed, commissioned and qualified in and for the County and State aforesaid, personally came Albert McConnell and Nellie I. McConnell, his wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same. In Testimony Whereof, I have hereunto set my hand and affixed my official seal at Edgerton, in said County, the day and year last herein above written.

W.F. Braun  
Notary Public in and for Johnson  
(L.S.) County, Kansas.

My commission expires Aug. 28-1923.

Recorded Oct., 25th 1922.  
At 10:00 o'clock A.M.

Estelle M. Nishup Duffer  
Register of Deeds  
E. Babbitt  
Deputy.