

first part in the sum of Twenty-Two hundred Dollars as evidenced by one certain note for Forty-five hundred Dollars reduced by payments to Twenty two hundred dollars given by John F. Shoemaker and Dora E. Shoemaker, his wife, to The Provident Life and Trust Company of Philadelphia, the party of the first part, dated the first day of January A.D. 1928 and secured by a Mortgage Deed of even date therewith, recorded in book 57 of Mortgages page 29 of the records of Douglas County, Kansas.

AND WHEREAS, The parties of the second part desire to have the time for the payment of the reduced amount of Twenty-two hundred Dollars of the said principal sum extended;

NOW THIS AGREEMENT WITNESSETH, That the party of the first part for and in consideration of the covenants hereinafter made by the parties of the second part, the prompt and faithful performance whereof is a condition precedent and time being of the essence of this contract, hereby covenants and agrees to and with the parties of the second part, that the time of payment of the above mentioned principal sum be and it is <sup>hereby</sup> extended from the first day of January 1923 to the first day of January 1928.

And the parties of the second part for and in consideration of the extension above mentioned do hereby covenant and agree to and with the party of the first part.

1. That the parties of the second part will at the expiration of the term of said extension pay to the party of the first part, the principal sum according to the tenor and effect of the principal note secured by said mortgage.

2. That the parties of the second part will pay to the party of the first part, from and after the said first day of January 1923 and during the term of said extension, interest on the said principal sum at the rate of five per centum per annum, payable semi-annually on the first days of January and July of each year during said term, according to the tenor and effect of ten extension interest notes of even dates herewith.

3. 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 installments of interest thereon as herein above provided.

4. 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 paid and 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 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 the said Note and Mortgage from that time and thereafter, the rate shall be ten per centum per annum on said principal sum.

Reference is hereby had to the Mortgage above described recorded in Book 57 of Mortgages at page 29 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 John F. Shoemaker and Dora E. Shoemaker, 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 herein 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.

Provident Mutual Life Insurance Company of Philadelphia, formerly,

THE PROVIDENT LIFE AND TRUST COMPANY, OF PHILADELPHIA

In Presence of

Edw. Ramsey

Carolyn E. Haynes

(Corp Seal)

By

A. J. Davis Vice President

(Attest)-----S.H. Troth Treasurer

In Presence of

J. A. Cordtz

Clyde Morgan

John F. Shoemaker (L.S.)

Dora E. Shoemaker (L.S.)

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

Be it known that on this ninth day of February A.D. 1922, before me, a Notary Public in and for said County and State, personally came A.J. Davis, Vice President and S.H. Troth Treasurer of the Provident Mutual Life Insurance Company of Philadelphia, to me personally known to be the same 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 thereunto affixed by its authority.

In testimony whereof, I have hereunto subscribed my name and affixed my notarial